



## Introduction

LAST MODIFIED: MAY 11, 2020

# Terms

## Introduction

Thank you for using the Outreach Services! These Terms of Service (the "**Terms**") and the associated order for Services (the "**Order**", and together with these Terms, the "**Agreement**") govern your access to and use of the Outreach Services (which include the Outreach website, the Outreach hosted services, and the Software (as defined below), all together, the "**Services**"). Please read them carefully before using the Services.

By using the Services you are agreeing to the terms and conditions of the Agreement. If you are using the Services on behalf of an organization, you are agreeing to the Agreement on behalf of that organization and representing that you have the authority to bind that organization to the Agreement. In that case, "**you**" and "**your**" will refer to that organization. Outreach and you are each a "**Party**" to the Agreement.

You may use the Services only in accordance with the Agreement. You may use the Services only if you have the legal power and capacity to form a contract with Outreach. The Services will continue to evolve as we refine features and functionality, and we may modify the Services, in general or with respect to you, from time to time without prior

notice. We may delete any content or data from the Services to meet our regulatory obligations or protect you, other Outreach Customers, and/or the Services.

## Your Data

In order to use our Services you must link at least one third party email account to your Outreach account, however you may link no more email accounts than total number of your authorized users, defined herein as an employee, contractor, or agent of yours who is authorized to use the Outreach Services and who has access to the Outreach Services via a unique username and password under your account with Outreach (“**Your Authorized Users**”). With your permission (which you are granting by using the Services), we will create and update versions of your address book and emails for you to access in Outreach. You will also have the option to import and update versions of your calendar, social media contacts, call history and call recordings, and you can later choose to upload files to or provide comments through Outreach. You retain full ownership of all of the address books, emails, calendars, social media contacts, call history, call recordings and files you upload or otherwise provide to Outreach (“**Your Data**”). We do not claim any ownership over any of Your Data.

You are solely responsible for your conduct, the content of Your Data and your communications with others while using the Services. For example, it's your responsibility to ensure that you have all rights and permissions needed to comply with the Agreement and to avoid infringement or violation of any rights of others.

You acknowledge that Outreach has no obligation to monitor any information on the Services and that we are not responsible for the accuracy, completeness, appropriateness, safety or legality of Your Data or any other information or content you may be able to access using the Services.

Nothing in the Agreement will restrict Outreach from collecting, using and analyzing general information and data from its customers (including you) in an aggregated manner for purposes of improving and enhancing the quality and nature of Services, or to market

or publish general information and statistics, provided that Outreach does not specifically identify You or disclose publicly any personally identifiable information in the course of collecting, using, analyzing, marketing or publishing that information or data. Additional information about what we do with Your Data and how we collect and use other information relating to You and Your use of the Services is explained in our Privacy Policy.

## Sharing Your Data, Third Party Products and Your Privacy

Subject to the limited exceptions specified in our Privacy Policy, until you choose otherwise, all of Your Data remains visible only to you. However, the Services do allow you to share Your Data with others. If you choose to share Your Data, we cannot be responsible for what those other users do with Your Data, so please carefully consider what you share and with whom you share it.

A Third Party Product is any third party product, application, service, software, network, system, directory, website, database and/or information obtained separately by you which links to the Services, or which you may connect to or enable in conjunction with the Services, including, without limitation, Third Party Products which may be integrated directly into the Services by you or at your direction. If you or your Authorized Users choose to share Your Data in any manner, including through a Third Party Product or integration you are solely responsible for what that third party may do with Your Data, and your relationship with that third party. Likewise, you are solely responsible for any of the effects a Third Party Product may have on Your Data, including deleting or corrupting Your Data. You acknowledge that Outreach is not responsible for the disclosure of Your Data by you or your agents (including your Authorized Users) to any third parties or the effects of any Third Party Product on Your Data.

What we do with Your Data, and how we collect and use other information relating to you generally is explained in our Privacy Policy.

## Your Responsibilities

Information and content accessible through the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share any information or content unless you have the right to do so. You, not Outreach, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Services, or use the Services to spam others.

You acknowledge that, as between you and Outreach, Outreach owns and retains all right, title and interest in the Intellectual Property Rights in the Services. You own and retain all right, title, and interest in the Intellectual Property Rights in Your Data. “**Intellectual Property Rights**” means: (i) copyrights and other rights associated with works of authorship; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future.

You, and not Outreach, are responsible for maintaining and protecting all of Your Data. Outreach will not be liable for any loss or corruption of Your Data, or for any costs or expenses associated with backing up or restoring any of Your Data.

If any information related to your account changes, you must notify us promptly and keep your information current. The Services are not intended for use by you if you are under 18 years of age. By agreeing to these Terms, you are representing to us that you are over 18.

The Services are subject to the trade laws and regulations of the United States and other countries, including the Export Administration Regulations (EAR, 15 CFR Part 730 et seq.) and the sanctions programs administered by the Office of Foreign Assets Control (OFAC, 31 CFR Part 500).

You will not import, export, re-export, transfer or otherwise use the Services in violation of these laws and regulations, including by engaging in any unauthorized dealing involving (i) a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan and Syria), (ii) a party

included on any restricted person list, such as the OFAC Specially Designated Nationals List, or the Commerce Department's Denied Persons List or Entity List, or (iii) the design, development, manufacture, or production of nuclear, missile, or chemical or biological weapons. By using the Services, you represent and warrant that you are not located in any such country or on any such list.

You will not engage in activity that would cause Outreach to be in violation of these laws and regulations, and will indemnify Outreach for any fines, penalties or other liabilities incurred by Outreach for your failure to comply with this provision.

## Outreach Voice

### **Fees and Charges**

Use of Outreach Voice by Your Authorized Users may be subject to the payment of additional fees and charges, including, without limitation, charges for phone calls and phone numbers as detailed at <https://support.outreach.io/hc/en-us/articles/217169328>, as may be updated from time to time. Customers can get up to date information on pricing at <https://support.outreach.io/hc/en-us/articles/217169328>.

Outreach Voice, including unlimited calling plans, is designed for normal commercial use. Normal commercial use is defined as up to 3000 minutes of calls per user per month. Outreach may charge for excessive usage over 3,000 minutes per month by any users, including unlimited calling plan users, at the rates listed at <https://support.outreach.io/hc/en-us/articles/217169328>.

### **Prohibited Uses**

You shall not use Outreach Voice in the following ways:

- to re-sell voice services;

- making calls other than for normal business purposes to artificially increase call volumes;

in a manner that is threatening, abusive, harassing, defamatory, libelous, deceptive or invades another person's privacy;

that violates any local, state, federal, national or international laws, rules, or regulations or otherwise exposes Outreach to criminal liability; or

in a manner that adversely affects the Outreach Services or other customers.

## **Service Operations**

Outreach may reclaim phone numbers provided to You if unused, or substantially underused, for sixty (60) days, or if rights to access and/or use of the Services is otherwise suspended, terminated, or cancelled.

Outreach may be required to reclaim phone numbers with, or without notice, if their usage is determined to be out of compliance with any applicable laws or regulations (for example, national telecommunications regulations).

Outreach may block calls to certain phone numbers at any time without advance notice if Outreach determines it is necessary to protect the Outreach Services, employees, customers or third parties from harm, fraud, and/or if required by applicable laws, rules or regulations.

## **Service Limitations**

Outreach Voice is not intended for making calls to any emergency services (for example, 911 or E911 calls). You are responsible for assuring that all employees, agents, and other persons utilizing Outreach Voice are aware of this limitation and for providing appropriate emergency calling capability. Outreach is not liable for any claims, damages or losses, and users hereby waive any and all such claims or causes of action, arising from or relating to use of Outreach Voice to make emergency calls.

You must use Outreach Voice in compliance with applicable laws, rules, and regulations, and must ensure that proper consent to record phone calls is obtained prior to making any such recording in accordance with applicable laws, rules, and regulations. While

Outreach Voice provides features to help You comply with call recording laws, regulations and rules, Outreach makes no representations or warranties with respect to call recording.

Outreach reserves the right at all times to disclose any information if required by applicable law, regulation, legal process or governmental request.

You agree to indemnify, defend and hold harmless Outreach and its officers, directors, owners, employees, agents, consultants and vendors from and against any and all liabilities, losses, claims, damages, causes of action, costs and expenses (including attorneys' fees) that may be incurred by Outreach arising out of or related to users' acts or omissions in connection with Outreach Voice, including any action arising out of the fact that Outreach Voice does not support or carry emergency calls, whether such claims arise under contract, tort, statute or other legal theory.

### **Termination/Suspension of Service**

If Outreach determines in its sole discretion that You or any of Your Authorized Users have violated any element of these Terms of Service, You or Your Authorized Users' access may be immediately suspended or terminated, up to and including the termination of the Agreement by Outreach, with or without notice. Outreach shall not be liable for any damages of any nature suffered by any user, or any third party, resulting in whole or in part from Outreach's exercise of its rights under these Terms of Service.

### **Account Security**

You are responsible for keeping the password that you use to access the Services secure and you agree not to provide your password to any third party. You are responsible for all activity using your account, whether or not authorized by you. Accordingly, you should notify Outreach immediately of any unauthorized use of your account. You acknowledge that if you wish to protect Your Data when you are transmitting it to Outreach, it is your responsibility to use a secure encrypted connection to do so.

## Software and Updates

Some parts of our Services may require you to download a client software package ("**Software**"). Subject to your compliance with the Agreement, Outreach hereby grants you a limited, nonexclusive, nontransferable, non sublicensable, revocable license to use the Software, solely to access the Services. This license will be automatically revoked if you violate the Agreement. We reserve all rights not explicitly granted in the Agreement. You must not attempt to reverse engineer the Software or encourage or assist anyone else to do so; however, this restriction will not prohibit reverse engineering for interoperability in the European Union to the extent European Union law forbids such a restriction. The Services may automatically update the Software on your device when a new version becomes available.

## Nondisclosure of Confidential Information

During the Term of the Agreement and for a period of one (1) year thereafter (except for trade secrets, which shall be held in confidence for so long as they constitute trade secrets, and confidentiality obligations as required by applicable law), each Party (the "**Receiving Party**") that receives Confidential Information (as defined below) of the other Party (the "**Disclosing Party**") will not use, other than in connection with the provision or receipt of the Services, or disclose to anyone, other than officers, employees, contractors, or representatives of the Receiving Party with a need to know for purposes of the Agreement and who are subject to confidentiality obligations no less stringent than the terms of the Agreement ("**Representatives**"), any Confidential Information disclosed to the Receiving Party by or on behalf of the Disclosing Party. The Receiving Party will safeguard disclosure of such Confidential Information to the same extent that Receiving Party safeguards its own Confidential Information, but in any case will at a minimum use reasonable care. Upon request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy, certifying in writing to the Disclosing Party the destruction of such Confidential Information, the Disclosing Party's Confidential Information in its possession or under its control.



**“Confidential Information”** means all information, material and data of the Disclosing Party which (i) is labeled or designated in writing as confidential or proprietary, (ii) the Receiving Party is advised is proprietary or confidential, or (iii) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of the Agreement, the Services, Your Data, and all information relating to the Disclosing Party’s business plans, marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information.

These confidentiality obligations will not apply to any information which (i) is or becomes publicly known without any fault of or participation by the Receiving Party or its Representatives; (ii) was in Receiving Party's possession prior to the time it was received from Disclosing Party or came into Receiving Party's possession thereafter, in each case lawfully obtained from a source other than Disclosing Party or its Representatives and not subject to any obligation of confidentiality or restriction on use; (iii) is required to be disclosed by judicial, arbitral or governmental order or process or operation of law, in which event the Receiving Party will, unless prohibited by law, notify the Disclosing Party of the requirement of disclosure before making such disclosure and will comply with any protective order or other limitation on disclosure obtained by the Disclosing Party; or (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

## Feedback

While we appreciate it when users send us feedback, comments, and/or suggestions about our Services (**“Feedback”**), please be aware that we (or others we authorize) may use in any manner any feedback, comments, or suggestions you post in our forums or otherwise provide without any obligation to you. You agree that we (or others we authorize) may freely use, disclose, reproduce, license, distribute, or otherwise exploit in any manner any Feedback you post in our forums or otherwise provide to us about our Services without any obligation to You, restriction of any kind (including on account of any

Intellectual Property Rights), and without paying any compensation to You or any third party.

## Acceptable Use Policy

You will not, and will not attempt to, use the Services to violate any laws or any rights of Outreach or any other person or otherwise misuse or inappropriately use the Services, and will use the Services only in a manner consistent with the Outreach Acceptable Use Policy, as it may change from time to time in our discretion.

## Copyright Policy

Outreach respects intellectual property rights of others and asks that you do as well. We will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. Such notices should be reported using our DMCA Process. Without limiting any other rights we may have, we may delete or disable access to content that is alleged to be infringing and terminate repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Outreach Corporation  
333 Elliott Ave W, Suite 500  
Seattle, WA 98119

Attention: Legal  
Phone: 1 (888) 938-7356  
Email: [legal@outreach.io](mailto:legal@outreach.io)

## Other Content

The Services may contain links to websites or resources of others. We do not endorse and are not responsible or liable for their accuracy, availability, content, products, services or

anything else. You are solely responsible for your use of any such websites or resources. Also, if we provide you with any Software under an open source license, there may be provisions in those licenses that conflict with the Agreement, in which case the open source provisions will apply with respect to the code to which those provisions apply.

## Billing

Unless otherwise indicated on an Order Form or Statement of Work (“**SOW**”), all fees will be due and payable upon commencement of the Services (“**Service Fees**”). If you fail to pay Service Fees within five (5) business days of notice to you that payment is due or delinquent, or if you do not update payment information upon request, we may suspend or terminate access to the Services by you or your Authorized Users.

You will pay all applicable sales, use, service, value-added, consumption or other taxes associated with the Services you purchase. Outreach will pay all taxes on its income and all taxes and insurance associated with its personnel.

Payments made by credit card or debit card may be billed and processed by an agent on behalf of Outreach. Such agent shall act solely as a billing and processing agent for and on behalf of Outreach and shall not be construed to be providing the Service. If you mandate the use of any specific payment portal or other processing agent which charges a fee to Outreach of any kind, you shall be invoiced the cost of such fee and obligated to pay it.

After the Initial Term, the Service Fees are subject to change and may be changed upon notice to you at least sixty (60) days prior to the start of any Renewal Term (as defined below).

## Term and Termination; Suspension

The Agreement shall begin on the effective date as specified in your Order (“**Order Effective Date**”) and shall continue as specified in your Order (the “**Initial Term**”),

automatically renewing thereafter for successive periods of twelve months each (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless earlier terminated. We reserve the right to suspend or terminate the Services in whole or part at any time, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your use if you are not complying with the Agreement, or if you use the Services in any way that may cause us legal liability or disrupt others' use of the Services or damage to our business or reputation, or for any other reason. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating the Agreement, a court order, or danger to other users) where we may suspend or terminate immediately. You acknowledge that if your access to the Services is suspended or terminated, you may no longer have access to Your Data that is stored with the Service. Either Party may terminate the autorenewal of the Agreement upon written notice to the other Party, which notice is given at least thirty (30) days prior to the end of the applicable then-current Initial Term or Renewal Term, as the case may be.

## Warranties

Outreach warrants that: (i) it will perform the Services in accordance the Support and Service Level Agreement; (ii) it will provide the Services in a professional manner, consistent with recognized industry security standards and good commercial practices; (iii) it will comply with all applicable law, and be duly licensed and otherwise authorized to provide the Services; and (iv) it has the authority and right to enter into the Agreement and to observe and perform its respective obligations contained in the Agreement.

Customer warrants that it has the authority and right to enter into the Agreement and to observe and perform its respective obligations contained in the Agreement.

WITH THE EXCEPTION OF THOSE EXPRESS WARRANTIES MADE IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUTREACH DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY.

## Indemnification

Your indemnity to us: You will defend and hold us and our affiliates, employees, officers, directors, agents, successors and assigns, harmless at your own expense, against any and all third party liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with: (i) Your Data; (ii) your violation of any third party rights (including third party intellectual property rights or privacy rights); and (iii) your use of the Services in any way contrary to the Agreement.

Our indemnity to you: We will defend and hold you and your employees, officers, directors, agents, successors and assigns, harmless at our own expense, against any and all third party liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with any third party claims that the Services infringe or misappropriate the intellectual property rights of a third party.

The Party seeking indemnification under the Agreement will: (i) give the indemnifying Party prompt written notice of the claim, (ii) tender to the indemnifying Party control of the defense and settlement of the claim, and (iii) cooperate with the indemnifying Party in defending or settling the claim. The indemnified Party will have the right to participate at its own expense in any indemnification action or related settlement negotiations using counsel of its own choice. Neither Party may consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of the other Party without that Party's prior written consent, which may not be unreasonably withheld.

## Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUTREACH, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT OUTREACH HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE AGGREGATE LIABILITY OF OUTREACH TO YOU, ANY AFFILIATE OR ANY THIRD PARTY FOR

ALL CLAIMS RELATING TO THE SERVICES OR CONNECTED WITH THE AGREEMENT, REGARDLESS OF THE DAMAGES THEORY, WILL NOT EXCEED THE FEES PAID OR OWING TO OUTREACH UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. THE LIMITATION OF LIABILITY PROVIDED IN THIS PARAGRAPH WILL APPLY IN THE AGGREGATE TO YOU AND YOUR AFFILIATES AND SHALL NOT BE CUMULATIVE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PURPOSE OF THIS PARAGRAPH IS TO PROVIDE FOR THE ALLOCATION OF RISK AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES PAID, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY THAN PROVIDED FOR HEREIN.

Some states do not allow the types of limitations in this paragraph, so they may not apply to you. IN THOSE JURISDICTIONS, OUTREACH'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

In addition, Outreach and its authorized personnel may require access to Your Data or account for the purposes of assisting you with any step of your account setup or any other troubleshooting, including attaining email connectivity. Neither Outreach nor any of its employees will be liable in cases where this access exposes us to your private data, including prospect info and email metadata and content. By using Outreach, you agree to permit Outreach representatives these permissions only when circumstances necessitate it. We reserve the right to assist in these ways when needed and will keep information confidential as per our Privacy Policy.

## Modifications

We may revise these Terms from time to time and the most current version will always be posted on our website. We will notify you of any change (for example via email to the email address associated with your account or by a notification when you sign in or by some other method). By continuing to access or use the Services after revisions become effective, you are agreeing to be bound by the revised Terms. If you do not agree to the new Terms, simply don't use the Services after the change is effective, in which case the change will not apply to you.

## Miscellaneous Legal Terms

Neither Party will be liable for any delay or default in its performance of any obligation under the Agreement (other than a payment obligation) caused directly or indirectly by fire, flood, act of God, acts of government, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor problem, inability to secure, delay in securing or shortage of, labor, materials, supplies, transportation or energy, failures of suppliers, or by war, riot, embargo or civil disturbance, breakdown, or destruction of plant or equipment arising from any cause whatsoever, or any cause or causes beyond such Party's reasonable control (collectively, "Force Majeure Events"). This provision will in no way impair either Party's right to terminate this Agreement. The Agreement and the use of the Services will be governed by Washington law except for its conflicts of laws principles. All claims arising out of or relating to the Agreement or the Services must be litigated exclusively in the federal or state courts of Washington, and both Parties consent to venue and personal jurisdiction there. These Terms, together with the associated Order, constitute the entire and exclusive Agreement between you and Outreach with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. The Agreement creates no third party beneficiary rights. Outreach's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted to reflect our intent as closely as possible. You may not assign any of your rights under the Agreement, and any such attempt is void, but Outreach may assign its rights and obligations to any of its affiliates or subsidiaries, or to any successor in interest of any business or assets associated with the Services. Outreach may identify you as a customer in general listings of customers that Outreach may make available on its website or in promotional or marketing materials. Except as otherwise expressly set forth in the Agreement, all notices given to the Parties under the Agreement will be in writing and will be given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation or personal delivery, if to you at the address indicated on the applicable Order, and if to

Outreach at:  
Outreach Corporation  
Attn: Legal Notices  
333 Elliott Ave W, Suite 500  
Seattle, WA 98119 United States

With a copy e-mailed of even date to:  
notices@outreach.io

## Archive

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# Ready To Make Your Entire Team More Effective?

Outreach is more than just software – with our Sales Engagement Platform, you get a  
playbook for team success.



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Hackney, London EC2A 3EJ

1 (888) 938-7356



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DO NOT SELL MY PERSONAL INFORMATION (COOKIE SETTINGS)

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TERMS OF SERVICE

ACCEPTABLE USE POLICY

