



Mavenir Mobile Business Contact Trial

Terms and Conditions
Privacy Policy

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About Mavenir

Mavenir is the industry's only 100% software-based, end-to-end, Cloud Native Network Software Provider, redefining network economics for Communication Service Providers (CSPs). Our innovative solutions pave the way to 5G with 100% software-based, end-to-end, Cloud Native network solutions.

Leveraging industry-leading firsts in VoLTE, VoWiFi, Advanced Messaging (RCS), Multi-ID, vEPC and vRAN, Mavenir accelerates network transformation for more than 250+ CSP customers in over 130 countries, serving over 50% of the world's subscribers.

We embrace disruptive, innovative technology architectures and business models that drive service agility, flexibility, and velocity. With solutions that propel NFV evolution to achieve web-scale economics, Mavenir offers solutions to CSPs for revenue generation, cost reduction and revenue protection.

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For more information

Please visit mavenir.com
or email contactus@mavenir.com

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Terms & Conditions

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Mavenir Systems, Inc. (“Mavenir”) offers online software functionality for call centers. We manage certain applications (“App” or “Apps”) and related support and hosting services (together with the App, the “Service” or “Services”).

Mavenir offers various services to you through its website and our Apps on the web, all of which are conditioned on your agreement to adhere to the following Terms of Service without modification of any kind. Your use of the Service and/or your registration with us constitutes your agreement to these Terms of Service. These Terms of Service are subject to change at any time, without prior notice. Any changes that are made to these Terms of Service will not apply retroactively and will not apply to disputes or events occurring before the change is published. You are responsible for reviewing these Terms of Service on a regular basis. These Terms of Service apply to all visitors and all who access our website or Services.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU REGISTER FOR A FREE TRIAL OF OUR SERVICE, THESE TERMS WILL ALSO GOVERN THAT FREE TRIAL.

We respect the privacy and security of our Users. You understand that by using our Services, you give consent to the collection, use and disclosure of your personally identifiable information as well as any non-personally identifiable information, in accordance with and as described in more detail in our Privacy Policy. You affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. If you are under 18 years of age, then please do not use our website or our Service.

In our discretion, we may maintain different accounts for different types of Users. If you open an account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Service, and that you agree to these Terms on the entity’s behalf. By connecting to us with a third-party service, you give us permission to access and use your information from that service as permitted by that third-party service, and to store your log-in credentials for that third-party service. The Service is not available to any User who has been removed from the Service by us. In the event you are using the Service as the employee or agent of an organization that has a separate commercial agreement with Mavenir for use of the Service and such agreement conflicts with this Agreement – such separate agreement shall control in the event of any conflicting terms.

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1. Services

Subject to the terms and conditions of this Agreement, Mavenir will provide you with non-exclusive access to the Services— solely for use for your own, internal business purposes. The “Service” includes (a) the Site, as such term is defined below, (b) an on-demand Mavenir help desk system, tools and Mavenir API, and (c) other services provided to you through www.mavenir.com (“Site”) based on the plan purchased, including all software, data, text, images, sounds, videos, and other content made available through the Site, or developed via the Mavenir API (collectively, “Content”). Any new features added to or augmenting the Services are also subject to this Agreement, it being understood and agreed that new features may not be available for all pricing plans. The Services may also include basic or expanded support based on the Service plan purchased. Mavenir will use reasonable efforts to make the Services available except for: (a) planned downtime, (b) emergency maintenance, or (c) any unavailability caused by circumstances beyond our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest.

You are responsible for maintaining the confidentiality of your login and account and are fully responsible for any and all activities that occur under your login or account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree and acknowledge that your login may only be used by one (1) person, and that you will not share a single login among multiple people. Mavenir cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

2. Registration

By registering and/or participating in this Service, you agree and represent as follows:

1. You are of legal age and are otherwise capable of forming a legally binding contract;
2. All information you submit to us or in connection with a Service is accurate and complete and that you will maintain and promptly update any profile supplied to us to ensure accuracy at all times;
3. You agree to be contacted via Email, SMS and text messaging by us or by other Service users, including push notifications regarding our Services, our Site, and any third party services (provided, however, that you understand all SMS and text messages you receive through the Service are sent to you by other users on your account and not by Mavenir);
4. You hereby grant us permission to display your profile and such other information as may be supplied by you on our Site in connection with the provision of Services;
5. By using the Service, you are granting us permission to access your account and those messages, data, information, text, graphics, audio, video or other material (“Materials”) posted/uploaded/transmitted to or through the Service using your account, solely in connection with the provision of Services and give Mavenir permission to use your company logo in our Site and other print material to identify yourself as a registered user of the Service and for advertising purposes;
6. You will not (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by these Terms of Service; (b) use the Service to process data on behalf of any third party, (c) modify, adapt or hack the Service to falsely imply any sponsorship or association with Mavenir, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks;

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7. You understand that the Service is not intended to support or carry emergency calls to any emergency services such as public safety answering points and that Mavenir will not be held liable for any claim, damages or loss (and you hereby waive any and all such claims or causes of action), arising from or relating to your (or your customers') inability to use your Service subscription to make such emergency calls. Please make sure that you have an alternate means to send and receive emergency calls;
8. You will abide by all applicable laws in your use of the Service, including without limitation any relating to dialing outbound phone numbers and sending of text or SMS messages through the Service.

3. Responsibility for User Content and Call Recording

We respect the rights of third-party creators and content owners and expect that you will do the same. Given the nature of the Service and the volume of information submitted, we cannot and do not monitor all of the Materials posted or transmitted by you and other third-party information providers via the Service, including, without limitation, any Materials posted via the Service. You expressly agree that we will not be liable for Materials. We reserve the right, but are not obligated, to remove content from the Service for any reason, including content that we believe violates these Terms or our Acceptable Use Policy below.

Please note that while Mavenir offers the option for you to record calls, if you choose to use this service, then you must comply with all state and federal laws, regulations and rules prior to recording any telephone calls and you expressly warrant and represent to Mavenir that you shall comply at all times. We make no representations or warranties with respect to call recording and recommend that you always secure consent before recording. You acknowledge that these representations and obligations are essential to the ability of Mavenir to provide you with access to call recordings and you further agree to indemnify, defend and hold Mavenir and its officers, directors, owners, employees, agents, consultants and vendors harmless from and against any and all liabilities, losses, claims, damages, causes of action, costs and expenses (including attorneys' fees) that may be incurred by Mavenir arising out of or related to your acts or omissions in connection with call recordings, whether such claims arise under contract, tort, statute or other legal theory.

4. Acceptable Use Policy

4.1 General. The following is a partial list of the kinds of activities that are prohibited on or through the Service: (a) submitting or using Materials that are patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) engaging in activities or submitting Materials that could be harmful to minors; (c) engaging in activity or submitting Materials that harasses or advocates harassment of another person; (d) engaging in activity that involves the transmission of “junk mail” or unsolicited mass emailing or “spam” or harvesting or otherwise collecting personally identifiable information about Service users, including names, phone numbers, addresses, email addresses, (collectively, “User Data”) without their consent; (e) engaging in activity, or submitting Materials, or promoting information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (f) submitting Materials that contain restricted or password only access pages, or hidden pages or images; (g) submitting Materials that displays pornographic or sexually explicit material of any kind; (h) submitting Materials that provide instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses; (i) submitting Materials that contain viruses, Trojan horses, worms, or any other similar forms of malware, (j) engaging in activities or submitting Materials that solicit passwords or personally identifiable information for unlawful purposes from other users; (k) engaging in unauthorized commercial activities and/or sales without our prior written consent such as advertising, solicitations, contests, sweepstakes, barter, pyramid schemes, unsolicited marketing or other activities, including any activities that violate anti-spam laws and regulations including the CAN SPAM Act of 2003, the TCPA Rules (as defined below), and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction); (l) using any robot, spider, other automatic device, or manual process to monitor, copy, or “scrape” web pages or the content contained in the website or for any other unauthorized purpose without our prior written consent; (m) using any device, software, or routine to interfere or attempt to interfere with the proper working of the Service; (n) decompiling, reverse engineering, or disassembling the software or attempting to do so; or (o) taking any action that imposes an unreasonable or disproportionately large load on the Service or our hardware and software infrastructure or that of any of its Licensors or Suppliers. In addition, you covenant and represent that you will not use the Service for any purposes other than those that are for your internal business purposes, nor will you use this Service in violation of any applicable laws or regulations (including those relating to the recording of telephone calls telemarketing, and the sending of text or SMS messages), industry standards, third party policies (including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association), or any other accepted industry associations, carrier guidelines (or any similar or analogous industry standards, third party policies or requirements in any other jurisdiction), or these Terms of Service.

4.2 Calling and Messaging through the Services. You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account, including without limitation the electronic transmission of messages and calls that you create and initiate through the Services. Without limiting the foregoing, you agree to familiarize yourself with the legalities of any messages, calls, broadcasts, and campaigns transmitted through the Services by visiting the following websites:

- Federal Trade Commission, <http://www.ftc.gov>
- Federal Communications Commission, <http://www.fcc.gov>

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- DoNotCall Registry Info, <http://www.donotcall.gov>

In particular, you acknowledge that the Telephone Consumer Protection Act of 1991 together with final rules and regulations (collectively, "TCPA Rules"), generally prohibits (1) the making of telemarketing calls using an artificial or prerecorded voice to residential telephones without prior express consent; and (2) the making of any non-emergency call using an automatic telephone dialing system or an artificial or prerecorded voice to a wireless telephone number, in each case, without prior express consent. You understand and agree that you are solely responsible for complying with the TCPA Rules and any other state, federal or local laws, rules and regulations, in effect from time to time, governing electronic communications between you and the owners of the phone numbers you initiate calls or messages to through the Services. Without limiting the foregoing, you represent and warrant that the owners of the phone numbers have given prior express consent or otherwise opted-in to the receipt of such calls or messages as required by any applicable law or regulation. You agree that you will include clear opt-out/unsubscribe information on your calls or messages when required to do so by any applicable law or regulation and otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, to the extent applicable. You further agree that any individuals requesting "Do-Not-Call" ("DNC") status shall immediately be placed on your DNC accounts list and you further agree that you will not initiate any subsequent messages or calls to any individuals after they request DNC status.

The TCPA Rules, the Federal Trade Commission, the Federal Communications Commission, the DNC list registry rules (<http://www.donotcall.gov>) and various state laws, rules and regulations place restrictions on certain types of phone calls and text messages. Mavenir is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as a courtesy and is not intended to replace your responsibility to familiarize yourself with and abide by the legal requirements pertaining to your use of the Services to initiate calls or messages.

5. Forums

The Service may offer forums, blogs, comments areas, bulletin boards and chat rooms (collectively, "Forums") that are intended to provide users 18 years of age and older an interesting and stimulating forum in which a user can express her/his opinions and share her/his ideas. We do not endorse the accuracy or reliability of any advice, opinion, statement or information posted on these Forums. Please use your best judgment and be respectful of other individuals using these Forums. Do not use vulgar, abusive or hateful language. Uploading copyrighted or other proprietary material of any kind on the Service without the express permission of the owner of that material is prohibited and may result in civil and/or criminal liability. Any information you disclose when posting a message in these Forums may become public. You should not include any information in your posting that you do not want other parties to see or use and you hereby agree that you will not hold us responsible for any third party's use of information contained in such posting. To maintain a positive, creative environment in which users may share and display Materials, we ask that you only use the Service in a manner that is consistent with our Acceptable Use Policy.

You agree not to use user names or Forum titles that are offensive, obscene, or harassing to others. We reserve the right to require you to change your user name or the title of your Forum at any time and for any reason in our sole discretion and/or change it ourselves.

6. Use of Third-Party Services

As a part of our Service, we may offer integrations with websites and applications operated by various third parties and are not responsible or liable for any acts or omissions created or performed by these third parties, including any difficulties accessing their services. We provide such integrations for your convenience and reference only. We do not operate or control in any way any information, software, products or services available on such web sites or applications. Our inclusion of an integration with a website or an application does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

7. Representations and Warranties and Indemnification

You hereby represent and warrant that: (a) you have all necessary authority, rights and permissions to submit the Materials and grant the licenses described in these Terms of Service, (b) the Materials are accurate, current and complete, (c) the Materials and your use of the Service shall not infringe or misappropriate any copyright, trademark, trade secret, patent, or other intellectual property right of any third party or violate any other rights of third party, including, without limitation, any rights of privacy or publicity or any contractual rights, (d) the Materials and your use of the Service shall not violate any applicable law or regulation or cause injury to any person; (e) your use of the Service shall not violate any agreements between you and a third party.

You agree to indemnify, defend and hold harmless Mavenir, and its officers, directors, employees, agents, and contractors from and against any and all claims, costs, demands, damages, liabilities, or expenses, including, without limitation, reasonable attorneys' fees, arising from or related to: (a) the Materials you provide or approve for publication, (b) your use of the Service (including any call recording), (c) your breach of these Terms of Service (including your failure to comply with the TCPA Rules), or (d) any actual, prospective, completed or terminated service between you and a third party.

8. Disclaimers and Limitations

Errors in the information contained in our Service sometimes occur. In addition, we may make changes and improvements to the Service provided herein at any time. THE SERVICE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." WE AND/OR OUR SUPPLIERS, PARTNERS AND AFFILIATES DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE SERVICE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF OUR SERVICE IS AT YOUR OWN RISK. WE AND/OR OUR SUPPLIERS, ARE NOT LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH US, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

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IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. OUR LIABILITY, AND THE LIABILITY OF US, OUR SUPPLIERS AND AFFILIATES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE, SHALL BE LIMITED TO THE LESSER OF (I) ACTUAL DAMAGES INCURRED, OR (II) PAYMENTS MADE BY YOU FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM, NOT INCLUDING LONG DISTANCE, TAX, AND FEES. IN ADDITION, MAVENIR WILL NOT BE LIABLE FOR (A) THE COST OR PROCUREMENT OF ANY SUBSTITUTE TECHNOLOGY OR SERVICES, (B) ANY MATTERS CONTEMPLATED BY FORCE MAJEURE BELOW, (C) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE CONTAINED IN OR DELIVERED VIA THE SERVICES (REGARDLESS OF THE SOURCE OF ORIGIN), (D) THE LOSS OF ANY DATA OR OTHER TECHNICAL ISSUES, OR DAMAGES TO YOUR MOBILE DEVICE OR OTHER HARDWARE OR SOFTWARE THAT IS CAUSED BY THE SERVICE (FOR CLARITY, INCLUDING ANY SYSTEMS, APPLICATIONS, CODE, PROCESSES OR METHODS USED TO PROVIDE THE SERVICE), OR (E) DAMAGES FOR ANY EMAILS OR OTHER CONTENT THAT YOU OR YOUR END USERS SEND OR POST VIA THE SERVICE. THE FOREGOING LIMITATIONS ON LIABILITY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 9 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THIS AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF MAVENIR WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE CONTRACT BETWEEN US AND YOU. Some states do not allow the limitation of liability, so the foregoing limitation may not always apply.

ERRORS AND DELAYS

We are not responsible for any errors or delays caused by an incorrect e-mail address provided by you or other technical problems beyond our reasonable control. It is your responsibility to ensure that Mavenir has updated email addresses and contact information.

9. Cancellation and Termination

You can cancel your account at any time by discontinuing use of the Services, removing your payment information, and contacting Mavenir at EnterpriseMarketing@mavenir.com. Any credit balance will be a default of these Terms and access to the account may be suspended.

Termination or expiration of this Agreement shall not affect any rights or obligations of the parties, including the payment of amounts due, which have accrued up to the date of such termination, expiration or end of the minimum term.

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Mavenir reserves the right in its sole discretion, and without any prior notice, to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any/all current and future use of the Service, suspend or terminate your account or any part thereof (or Your use of the Service), and remove and discard any of Your content within the Service if we believe that You have violated these Terms. Mavenir will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity may be grounds for immediate termination of Your use of Service and may be referred to law enforcement authorities. Mavenir shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service or any aspect thereof.

You may unsubscribe from any further marketing communications from us at any time by delivering a written notice addressed to EnterpriseMarketing@mavenir.com. You shall be responsible for ensuring delivery of the notice to us. We shall not be obligated to store any data or files for more than ninety (90) days after termination of your access to the Service. Notwithstanding any request to unsubscribe from emails, Mavenir may still email you regarding administrative matters, such as billing and/or changes to our Service or Terms of Service.

10. Dispute Resolution

Any claim or controversy arising out of or relating to the use of our Service, to the goods or services provided by us, or to any acts or omissions of other users for which you may contend we are liable, including but not limited to any claim or controversy ("Dispute"), shall be finally, and exclusively, settled by arbitration in Dallas, Texas, from which arbitration there shall be no appeal. The arbitration shall be held before three (3) arbitrators. The arbitrators shall be selected pursuant to the AAA rules. The arbitrators shall apply the substantive law of the state of Texas, except that the interpretation and enforcement of this arbitration provision shall be governed by the U.S. Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefor. Each party shall bear its own costs and attorneys' fees. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and we otherwise agree, the arbitrators may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY.

11. Parental Control Protections

Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that there are commercially available parental control protections (such as computer hardware, software or filtering services) that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at <http://internet-filter-review.toptenreviews.com>.

12. Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY OR ON BEHALF OF A SPECIFIC ENTITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATORS MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

13. Export Compliance and Use Restrictions

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATORS MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

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14. General

You agree that: (i) the Service shall be deemed solely based in Utah; and (ii) this Service shall be deemed a passive web site and service that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Utah. These Terms of Service shall be governed by the internal substantive laws of the nation of Utah, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. These Terms of Service, together with the Privacy Policy and any other legal notices published by us on the Service, shall constitute the entire agreement between you and us concerning this Service and supersedes any prior written or oral representations. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. These Terms of Service may not be transferred or assigned by you without our prior written approval but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved to us.

15. Intellectual Property

All contents of the Service are copyrighted © 2019 Mavenir Systems, Inc. All rights reserved. Other product and company names may be trademarks or service marks of their respective owners.

Mavenir shall own all right, title, and interest in and to Service, including all modifications, improvements, upgrades, and derivative works thereto. No intellectual property rights are assigned or transferred by Mavenir hereunder.

Mavenir®, and Mavenir's other product and service names and logos used or displayed on the Service are registered or unregistered trademarks of Mavenir (collectively, "Marks"), and you may only use such Marks to identify yourself or your company as a customer and user of the Service; provided you do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Mavenir, its services or products.

IF YOU DO NOT AGREE TO THE TERMS STATED ABOVE OR TO ANY CHANGES MADE IN THESE TERMS, PLEASE EXIT THIS WEBSITE AND SERVICE IMMEDIATELY.

Privacy Policy

Purpose of the Privacy Policy

We are committed to respecting and protecting your privacy rights, and we created this Privacy Policy to give you (the user) notice of how your private information will (and will not) be used by us in connection with our Site (together with its subdomains, content and services) as well as through our on-demand support platform, tools and services offered on the Site. In simplified form (greater detail is below), our policy can be summarized as follows:

We may collect some information on you, but you control how much you share about yourself.

We will not sell or rent your personal information in connection with the products or services you are seeking.

If we use a third party to assist us, they will be bound to protect your information.

We may aggregate information and use such information for our business purposes.

In certain legal situations, we may be compelled to disclose your personal information, but we will let you know if that occurs.

If you are outside the United States, you understand and agree that we may store your information in the United States.

By participating or accessing our Site in any manner, you acknowledge that you accept the practices and policies outlined in this Privacy Policy as well as in the Terms of Service, and you hereby consent that we may collect, use, and share your information in the following ways.

This Privacy Policy may be updated from time to time, but the changes will not apply retroactively. We will notify website users of any material changes by posting the new Privacy Policy on the Site. You are advised to consult this policy regularly for any changes.

1. What Information Do We Collect and How Do We Collect It?

Anonymous Information

As is true of most apps and websites, we gather certain information (such as mobile provider, operating system, etc.) automatically and store it in log files. We use this information, which does not identify individual users, to analyze trends, to administer the Site, to track users' movements around our Site and to gather demographic information about our user base as a whole. We may link some of this automatically-collected data to certain Personally Identifiable Information.

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Personally Identifiable Information

When you register with us via our Site or through an App, we may ask you for some Personally Identifiable Information, such as your first and last name, email address, broad demographic information, and certain marketing preferences. You may review and update this Personally Identifiable Information in your profile by logging in and editing such information. We will not rent or sell your Personally Identifiable Information to third parties.

In addition, if you have an account with Google, Twitter, or other similar websites, your social identity, may be associated with your data.

If you send a “Do Not Track” request through your web browser, we do not currently respond or take any action with respect to web browser “do not track” signals and will still collect and use your browsing data to improve security, to provide our Site and to generate reporting statistics, and we will track other websites that you may have visited. We may allow third parties, such as ad servers, to collect personally identifiable information about your online activities over time and across different websites when you use our Site.

No Information Collected from Children.

We will never knowingly collect any personal information from children under the age of 13. If we obtain actual knowledge that we have collected personal information from a child under the age of 13, that information will be removed from any access. Because we do not collect such information, we have no such information to use or to disclose to third parties. We have designed this policy in order to comply with the Children’s Online Privacy Protection Act (“COPPA”).

2. How Do We Use Individual Information?

General Use

We use personal information in connection with the Site and may contact you regarding account activities, new versions and product offerings, or other communications relevant to the Site. Your personal information may be used: to improve our Site and our Services to you; to improve our customer service; to personalize your user experience; to be transferred to our subsidiaries and affiliated companies for processing and storing such information; share information with third parties for marketing or other purposes; or to help us run a promotion, contest, survey or other Site feature.

If you contact us by email or by filling-out a registration form, we may keep a record of your contact information and correspondence, and may use your email address, and any information that you provide to us in your message, to respond to you. In addition, we may use the personal information described above to send you information regarding the website. If you decide at any time that you no longer wish to receive such information or communications from us, email us at EnterpriseMarketing@mavenir.com and request to be removed from our list. The circumstances under which we may share such information with third parties are described in part (4) below.

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Bank Information

We may, in certain instances, collect credit card or banking and related information when an individual orders a Service. Mavenir uses a third-party intermediary to manage credit card processing. This intermediary is not permitted to store, retain, or use your billing information except for the sole purpose of credit card processing on Mavenir's behalf. When the credit card or banking information is submitted to us, such information is encrypted and is protected with SSL encryption software. We will use the banking information for purposes of processing and completing the requested transaction payment, and the information will be disclosed to third parties only as necessary to complete the job.

3. How Do We Store Your Personal Information?

Storage of Individual Information

We operate or lease secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary, and only authorized individuals have access to the information. Notwithstanding such measures, we cannot guarantee that our security measures will prevent our computers from being illegally accessed, and the individual information on them stolen or altered.

Your account is protected by a password for your privacy and security. You must prevent unauthorized access to your account and Personal Information by selecting and protecting your password appropriately and limiting access to your computer or device and browser by signing off after you have finished accessing your account.

Third Party Hosting, Serving and Storage

WE MAY CONTRACT WITH A VARIETY OF THIRD-PARTY SUPPLIERS, PROVIDERS, AND VENDORS FROM TIME TO TIME, TO PROVIDE FOR OUR HOSTING, AUTHENTICATION, SERVING, STORAGE AND TELECOMMUNICATION NEEDS, INCLUDING WITHOUT LIMITATION STORAGE OF OUR USERS PERSONALLY IDENTIFIABLE INFORMATION. WE SHALL NOT BE RESPONSIBLE NOR LIABLE FOR, AND HEREBY DISCLAIM, ALL RESPONSIBILITY AND LIABILITY FOR CULPABLE (INCLUDING WITHOUT LIMITATION NEGLIGENT) ACTS OR OMISSIONS BY OUR THIRD-PARTY SUPPLIERS OR VENDORS, EXCEPT AS DESCRIBED IN SECTION 6 BELOW IN THE CASE OF POTENTIAL LIABILITY FOR ONWARD TRANSFERS OF DATA UNDER THE EU-U.S. PRIVACY SHIELD OR SWISS – U.S. PRIVACY SHIELD FRAMEWORK.

4. Do We Disseminate Any Personal Information?

Service Providers

We may use third parties to help operate our Site, authenticate users and deliver products and services, and may share limited Personally Identifiable Information with our service providers, vendors, suppliers, advertisers and other third parties that provide products or services for or through the Site (such as website or database hosting companies, authentication providers, address list hosting companies, e-mail service providers, analytics companies, distribution companies and other similar service providers that use such information on our behalf).

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Advertisers

When you visit the Site or use the Service, we use session “cookies” – a piece of information stored on your computer – to allow the Site or Service to uniquely identify your browser while you are logged in and to enable Mavenir to process your online transactions. Session cookies also help us confirm your identity and are required in order to use the Service. Mavenir uses persistent cookies that only Mavenir can read and use, to identify you as a Mavenir customer and make it easier for you to log in to the Service. Users who disable their web browsers’ ability to accept cookies will be able to browse our Site but will not be able to access or take advantage of the Service.

As you browse Mavenir, advertising cookies will be placed on your computer so that we can understand what you are interested in. Our display advertising partners enable us to present you with retargeting advertising on other sites based on your previous interaction with Mavenir. The techniques our partners employ do not collect personal information such as your name, email address, postal address or telephone number.

Advertisements appearing on our website may be delivered to users by advertising partners, who may set cookies, web beacons, clear gifs or similar technologies. Cookies allow an advertiser’s ad server to recognize your computer each time they send you an online advertisement to compile non-personally identifiable information about you and others who use your computer. This information allows ad networks, among other things, to deliver targeted advertisements that they believe might be of interest to you. This privacy policy does not cover our advertiser’s use of cookies. A web beacon is a programming code that can be used to display an image on a web page but can also be used to transfer your unique user identification to a database and associate you with previously acquired information about an individual in a database. This allows a company to track certain websites you visit. Web beacons are used to track online behavioral habits for marketing and other purposes such as to determine products or services you may be interested in. In addition to using web beacons on web pages, we may also use web beacons in email messages sent to individuals listed in our database.

Aggregate Statistics

We may disclose aggregate statistics regarding user behavior as a measure of interest in, and use of, our website, our Apps and e-mails to third parties in the form of aggregate data, such as overall patterns or demographic reports that do not describe or identify any individual user.

Complying with Legal Process

We take reasonable steps to ensure the privacy of data uploaded. We reserve the right to use or disclose your Personally Identifiable Information and other information in response to subpoenas, court orders, warrants, or legal process, or to otherwise establish or exercise our legal rights or defend against legal claims or in the event you violate or breach an agreement with us. We may use and disclose your Personally Identifiable Information if we reasonably believe you will harm the property or rights of us or others.

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Business Transitions

In the event we go through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of our assets as well as in the event of a bankruptcy, assignment for benefit of creditors or receivership, your Personally Identifiable Information may be disclosed and will likely be among the assets transferred. You may be notified thereafter via prominent notice on our website for 30 days of any such change in ownership or control of your personal information. We further reserve the right to disclose or transfer your personal information to companies who are affiliated, have invested or are considering an investment or business arrangement with us in our sole discretion.

Opt Out

You may choose not to receive future promotional, advertising or activity-related emails from us by selecting an Unsubscribe link at the bottom of emails/notifications that you receive from us. Our unsubscribe process impacts only the future delivery of electronic mailings disseminated by us. Of course, you may still receive certain administrative emails from us as it relates to changes in our Terms of Service, Privacy Policy or your account.

Accuracy

We offer individuals the right to access and ability to correct or delete, if necessary, their personal information which we collect and process. If you have any questions or complaints, or wish to exercise your rights, please contact us at: EnterpriseMarketing@mavenir.com.

To the extent that you provide us with Personally Identifiable Information, our goal is to maintain accurate information, so if you wish to delete or correct any inaccuracy in your Personally Identifiable Information, you may submit a request by email to EnterpriseMarketing@mavenir.com. Please include adequate details for your request.

The use of technology on the Internet, including cookies and web beacons, is rapidly developing. As a result, we strongly encourage individuals to revisit this policy for any updates regarding its use of new technology.

Telemarketing

We may use Personally Identifiable Information to advertise, directly or indirectly, to individuals using direct mail marketing or telemarketing using telephones and cell phones. You may have your telephone number or cell phone number listed on a state or federal do not call registry. By registering and using this Service, you are waiving your rights and privileges under these laws and expressly giving permission to Mavenir and any agent of Mavenir the right to contact you by telephone or cell phone, and you agree that such act constitutes an inquiry and/or application for purposes of the Amended Telemarketing Sales Rule (16 CFR §310 et seq.), as amended from time to time (the "Rule"). Further, if you are residing outside the United States, by registering and using this Service, you acknowledge that the processing of your individual information may involve the transfer of such Individual information from within or outside the European Economic Area ("EEA") to countries within or outside the EEA whose data protection regulation may not be as stringent as that within the European Union. We may use individual information to provide the Services you've requested, including Services that display customized content and advertising.

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Wireless Addresses. If the e-mail address you provide to us is a wireless e-mail or text address or if you provide a phone number for text messaging, you agree to receive messages at such address from us or our business associates (unless and until you have elected not to receive such messages by following the instructions in the unsubscribe portion of this policy). You understand that your wireless carrier's standard rates apply to these messages. You represent that you are the owner or authorized user of the wireless device on which messages will be received, and that you are authorized to approve the applicable charges.

Short Message Service. We may make available a service through which you can receive messages on your wireless device via short message service ("SMS Service"). Data obtained from you in connection with this SMS service may include your name, address, cell phone number, your provider's name, and the date, time, and content of your messages. You represent that you are 18 years of age and the owner or authorized user of the wireless device on which messages will be received, and that you are authorized to approve the applicable charges. In addition to any fee of which you are notified, your provider's standard messaging rates apply to our confirmation and all subsequent SMS correspondence. All charges are billed by and payable to your mobile service provider. We will not be liable for any delays in the receipt of any SMS messages, as delivery is subject to effective transmission from your network operator. SMS message services are provided on an AS IS basis. We may also obtain the date, time and content of your messages in the course of your use of the SMS Service. We will use the information we obtain in connection with our SMS Service in accordance with this Privacy Policy. If fees are charged to your wireless account invoice, we may provide your carrier with your applicable information in connection therewith. Your wireless carrier and other service providers may also collect data about your wireless device usage, and their practices are governed by their own policies.

Marketing

We will use your Personally Identifiable Information for any marketing and survey purpose on our behalf and our affiliates, parent and subsidiaries to send information to you about additional goods or services that may be of interest to you. In addition, we may disclose your Personally Identifiable Information to third party agents and independent contractors to help us conduct our marketing and survey efforts and to share with other companies in connection with marketing efforts including but not limited to direct marketing. You may have no relationship with these other companies.

Data Summary

We may sell or transfer non-individualized information, such as summary or aggregated anonymous information, about all persons or sub-groups of persons.

5. If I have Questions Concerning This Privacy Policy?

If you have any questions or concerns about this Privacy Policy, please contact us at EnterpriseMarketing@mavenir.com.