PLEASE READ THIS AGREEMENT CAREFULLY.

Terms and Conditions for usage of

Yealink Redirection and Provisioning Service-RPS

1. General

This agreement represents the whole agreement and understanding between Yealink and the individual, corporation, or organization who use the RPS (hereinafter referred to as "RPS user") for assistance in the provisioning of Yealink's IP phones.RPS user agrees to comply with all terms and conditions set out in this agreement.

Yealink reserves the right to modify this agreement at any time, effective upon posting of the modified agreement on Yealink's website. RPS user is responsible to read this document from time to time to ensure that RPS user's use of the service remains in compliance with this agreement.

2. Services

Yealink provides an online service to RPS users without fees, which allows RPS users to enter the MAC address of targeted Yealink IP phones that, when activated and with access to the internet, will be redirected to a provisioning server provided by the RPS users.

Yealink provides this server royalty-free, but retains the right to change this policy at any time.

Yealink reserves the right to suspend or terminate one or more services where necessary facilities, equipment, or services are not available for any reason whatsoever without penalty or liability. Yealink retains all future rights to change any aspect of this service including charging monies for access or charging for volume use.

3. Property Rights

The property rights of this service belong to Yealink or other third Parties. Subject to the terms of this Agreement, Yealink grants to RPS user a non-exclusive, non-transferable, revocable license to use the service for provisioning and deploying Yealink products. RPS user is not permitted to lease, rent, distribute, assign, sell or sublicense the service, in whole or in part, or to use the service in a time-sharing, subscription service, hosting or outsourcing arrangement or in any other unauthorized manner.

4. Term / Termination

Yealink reserves the right to terminate RPS user's account(s) at any time, without notice, for conduct that is in breach of this agreement or for conduct that Yealink believes is harmful to their business or the use of the service by others or is harmful to any other party.

5. RPS user Responsibility

RPS user will provide their email address and select a password for RPS user verification. It is RPS user's responsibility to select a secure password and safeguard it from unauthorized use. Yealink WILL NOT BE LIABLE FOR THE UNAUTHORIZED USE OR MISUSE OF RPS USER'S ACCOUNT DUE TO BREACHED PASSWORD.

RPS user is responsible for maintaining accurate account information, including contact information, at all times. It is strictly prohibited to reveal your account information to people not belonging to your company.

RPS user may not reverse engineer, decompile, modify or disassemble the service or otherwise reduce the service to human-perceivable form in whole or in part. The foregoing includes but is not limited to review of data structures or similar materials produced by the service.

It is RPS user's responsibility to verify that the MAC addresses used with this service belong to a phone that RPS user either owns or otherwise has under his/her control. Should a RPS user use the MAC address of a phone that does not meet this criterion, RPS user has the obligation to take it from the service. If RPS user fails to do that, Yealink has the right to remove the MAC from the service and/or ban RPS user from using the service and terminate this agreement. If RPS user abuses the right to claim MAC addresses that do not meet the criterion, Yealink has the right to claim damages from RPS user.

6. Notices

RPS user agrees that, unless other instructions are posted on Yealink's website, any notices required to be given under this agreement will be deemed to have been given if delivered by email or fax or sent by registered mail to RPS user in accordance with the most current contact information RPS user has provided to Yealink.   All notices shall be effective upon receipt except that email and fax notices shall be effective upon transmission.

7.Limitation of Liability

The service is provided on an "as is" and "as available" basis, and use of the service is at RPS user's own risk. Yealink makes no representations or warranties, either expressed or implied, with respect to the service or any service or information provided through the service.   Yealink is not responsible for any damages, injury, or economic loss arising from the use of the content or service provided by Yealink.

For greater certainty and without limitation to the generality of the following:

(i) in no event will Yealink be liable to RPS user for any direct, indirect, incidental, or consequential damages or economic loss arising out of the service or in connection with RPS user's website or any other services or products provided to RPS user;

(ii) Yealink, its officers, directors, owners, agents, and employees shall in no way be liable to RPS user or anyone else for any loss or injury resulting from use of the service or the site;

(iii) in no event shall Yealink be held liable for any damages or economic loss, whatsoever, as a result of notifying any official of potentially illegal content on the Site, providing copies of RPS user's data files to the appropriate authorities, or cooperating with law enforcement efforts to locate persons who have posted content that is illegal or promotes illegal conduct.

8. Quality

Yealink cannot guarantee that the service will always function without disruptions, delay or errors. A number of factors may impact the quality of Your communications and use of the service, and may result in the failure of Your communications including but not limited to: Your local network, firewall, Your internet service provider, the public internet, the public switched telephone network and Your power supply. Yealink takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

9. Indemnification

RPS user agrees to indemnify and hold Yealink and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees harmless from and against, and to reimburse Yealink with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (including reasonable related expenses, legal fees, costs of investigation) of every nature whatsoever incurred by Yealink by reason of or arising out of or in connection with:

(i) any breach of this agreement by RPS user; or

(ii) any infringement of any copyright, trademark, patent, trade secret or any other intellectual propriety right of any party by RPS user; or

(iii) illegal, pornographic, or discriminatory content published by RPS user.

10. Force Majeure

Yealink will not be liable for any delay, interruption, or failure in the provisioning of services if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labor disputes, or other similar events beyond Yealink's control that may prevent or delay of service provisioning.

11. Unenforceable Provisions

If any part of these terms and conditions are found to be invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalid or unenforceable part only, without in any way affecting the remaining parts of these terms and conditions.

12. Governing Law

This agreement shall be governed by, construed and interpreted in accordance with the laws of the People's Republic of China, without giving effect to principles of conflicts of law therewith. Any dispute or difference arising out of or concerning the agreement which cannot be settled amicably shall be submitted to the courts of the People's Republic of China.

13. Waiver

No waiver of any of the provisions of these terms and conditions will be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

14. Entire Agreement

This document represents the complete agreement and understanding between the parties with respect to the service and supersedes any other written or oral agreement.

Authorized Signature and Date: _____

Printed Full Name: _____

Title: _____

Company (name or stamp): _____