

LIFESIZE® E-COMMERCE TERMS FOR ON-LINE PURCHASES

These e-Commerce Terms are hereby incorporated into the terms and conditions applicable to the Lifesize Products purchased through Lifesize's e-Commerce site:

1. ACCEPTANCE OF TERMS

Your purchase of Products through Lifesize's e-Commerce site constitutes your acceptance of the e-Commerce Terms presented on the Lifesize e-Commerce site at the time of purchase, which supersede any different or additional terms contained in any purchase order, offer or confirmation sent by you.

2. PAYMENT TERMS

Terms of payment are within Lifesize's sole discretion. Unless otherwise agreed by Lifesize, payment must be received by Lifesize prior to Lifesize's acceptance of an order. Lifesize may charge your credit card or other pre-approved payment mechanism with amounts due and owing for the Products, including Product fees, set-up fees, subscription fees, or any other fee or charge associated with your account. Payments for subscriptions are non-refundable. Lifesize does not offer refunds or credits for partial periods of service or unused terms. Lifesize may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

3. PRICES

Lifesize may change prices at any time, including changing from a free service to a paid service. Lifesize does not provide price protection or refunds in the event of a price reduction or promotional offering. Your continued use of Lifesize services after a price change becomes effective constitutes your agreement to pay the changed amount. Any automatic subscription renewals for a new term will be charged at the current prices as of the term anniversary date.

4. SHIPPING CHARGES, TAXES, RISK OF LOSS

You are responsible for any additional charges relating to shipping, handling and taxes. Risk of loss with respect to Hardware Products purchased through Lifesize's e-Commerce site shall pass to buyer upon delivery to the carrier at F.O.B. Lifesize's loading dock, notwithstanding that ownership remains with Lifesize until payment is received in full. Shipping and delivery dates are estimates only.

5. CANCELLATION BY BUYER AND RETURNS

You may not cancel orders placed through Lifesize's e-Commerce site without Lifesize's written approval. You may not return any Product without Lifesize's written consent. In no event will returns be allowed after thirty (30) days from the date the order is placed, except where otherwise required by mandatory applicable law. If a return has been approved by authorized Lifesize personnel, a Return Authorization Number (RMA #) must be obtained and such Product must be returned to Lifesize in its original or equivalent packaging. You are responsible for risk of loss and shipping and handling fees for returning or exchanging any Product. Any approved return where the Product's packaging has been opened will be subject to an additional 15% restocking fee. At Lifesize's sole discretion, Lifesize may issue a refund without requiring a return. In this situation, Lifesize does not take title to the refunded Product.

6. ORDER FULFILLMENT AND CANCELLATION BY LIFESIZE

All orders may be partially shipped, depending on availability, at Lifesize's sole discretion. All orders are subject to cancellation by Lifesize in Lifesize's sole discretion.

7. NOT FOR RESALE OR EXPORT

Buyer agrees and represents to Lifesize that it is buying for its own internal use only, and not for resale or export. Products, which may include technology and software, are subject to U.S. export laws as well as the laws of the country where such Products are delivered or used. Products may not be sold, leased or transferred to restricted countries or restricted end users, or for or on behalf of restricted users. Buyer agrees that Products purchased from Lifesize will not be used for activities related to weapons of mass destruction, including activities relating to the design, development, production or use of nuclear materials, nuclear facilities, nuclear weapons, or chemical or biological weapons. Buyer further agrees that it will not sell, lease or otherwise transfer Products to end users engaged in the foregoing activities.

8. CONTROLLING LAW AND SEVERABILITY

The laws of the United States and the State of Texas, without regard to or application of choice of law rules or principles, will govern these e-Commerce Terms. If a court of competent jurisdiction finds any provision of these e-Commerce Terms, or portion thereof, to be unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these e-Commerce Terms will continue in full force and effect.

9. COMPLETE AGREEMENT; GOVERNING LANGUAGE

In addition to these e-Commerce Terms, purchases made through Lifesize's e-Commerce site are subject to additional terms and conditions applicable to the Products, including, without limitation the [Lifesize Cloud Terms of Service](#) and the applicable [End User License Agreement](#), which together constitute the entire agreement between the parties with respect to the Products. No amendment to or modification of these e-Commerce Terms will be binding unless in writing and signed by Lifesize. Any translation of these e-Commerce Terms is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of these e-Commerce Terms will govern.

10. MISCELLANEOUS

By clicking on the "I agree to the Terms" button or similar buttons and/or purchasing Products through the Lifesize e-Commerce site, you are entering into a legally binding contract. You agree to the use of electronic communications in order to enter into contracts, place orders and create other records, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Lifesize e-Commerce site. You waive any rights or requirements under any applicable laws or regulations which require an original (non-electronic) signature or delivery or retention of non-electronic records. If you are under-age and you reside in a jurisdiction which restricts your use of internet-based applications or ability to enter into e-Commerce transactions, you may not purchase Products through the Lifesize e-Commerce site. You represent to Lifesize that you have verified in your own jurisdiction that your purchase of Products through the Lifesize e-Commerce site is permitted by applicable law.

YOU EXPRESSLY ACKNOWLEDGE THAT (1) YOU HAVE READ THESE E-COMMERCE TERMS AND ALL ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE PRODUCTS, WHICH ARE INCORPORATED BY REFERENCE, AND (2) YOU UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE "I AGREE TO THE TERMS" BUTTON AND/OR CONTINUING TO PURCHASE PRODUCTS THROUGH THE LIFESIZE E-COMMERCE SITE, YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND GRANT TO LIFESIZE THE RIGHTS SET FORTH HEREIN.

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