

Terms of Use for UVoice Application

1. Introduction

Welcome to the **UVoice** (“Application”), provided by **Upchurch Telecom & Data, Inc. and/or U Communications** (“Company,” “we,” “our,” or “us”).

The Application is designed to integrate with Microsoft Teams to enable authorized users to make, receive, manage, and monitor business telephone calls using services provided by the Company.

By installing, accessing, or using the Application, you agree to these Terms of Use (“Terms”). If you do not agree to these Terms, do not install or use the Application.

2. Eligibility

You may use the Application only if:

- You are at least eighteen (18) years of age or otherwise legally authorized to enter into a binding agreement.
- You are an authorized employee, contractor, or representative of an organization using the Company’s telecommunications services.
- You have permission from your organization to use Microsoft Teams and the Application.

3. Microsoft Teams Integration

The Application is designed to operate within Microsoft Teams. Use of Microsoft Teams is subject to Microsoft’s own license agreements, privacy policies, and terms of service. The Company is not responsible for Microsoft’s services, platform availability, or security practices. The Application requires appropriate Microsoft Teams permissions to function properly.

4. Description of Services

Depending on your organization’s subscription, the Application may provide (but is not limited to):

- Business telephone calling
- Incoming and outgoing voice calls
- Voicemail integration
- Presence synchronization
- Business contact integration
- Additional calling features offered by the Company

Features may change without prior notice.

5. Acceptable Use

Users agree to use the Application only for lawful business purposes.

Users shall not:

- Use the Application for illegal activities.
- Harass or threaten others.
- Transmit fraudulent communications.
- Circumvent security features.
- Attempt unauthorized access to Company systems.
- Record calls without obtaining legally required consent.
- Introduce malware or malicious software.
- Reverse engineer or modify the Application.
- Use automated systems to abuse calling services.
- Interfere with network operations.

Violation of these Terms may result in suspension or termination of access.

6. Privacy

The Company respects user privacy and processes information in accordance with its Privacy Policy.

7. Permissions

The Application may request permissions necessary to:

- Access Microsoft Teams
- Read user profile information
- Access calling functions
- Display contacts
- Synchronize presence
- Receive notifications
- Store application settings

Permissions are limited to those reasonably necessary to provide Application functionality.

8. Intellectual Property

The Application, software, source code, logos, trademarks, documentation, graphics, and related materials remain the exclusive property of the Company or its licensors. Users may not copy, modify, distribute, sell, or lease except as permitted by law.

9. Updates

The Company may periodically release software updates, improve functionality, patch security vulnerabilities, add or remove features, or modify compatibility requirements. Some updates may be required to continue using the Application.

10. Availability

The Company strives for high availability but does not guarantee uninterrupted service. Service interruptions may result from scheduled maintenance, Microsoft platform outages, internet failures, third-party carrier issues, cybersecurity incidents, or force majeure events.

11. Security

Users agree to:

- Keep devices secure.
- Install operating system updates.
- Use antivirus protection where appropriate.
- Protect authentication credentials.
- Report suspected security incidents promptly.

12. Suspension or Termination

The Company may suspend or terminate access if:

- These Terms are violated;
- Fraudulent activity is suspected;
- Security risks are identified;
- Payment obligations are not met under the applicable service agreement;
- Required by law; or
- Directed by the customer's organization.

13. Disclaimer of Warranties

The Application is provided on an "as is" and "as available" basis.

To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted availability.

14. Limitation of Liability

To the maximum extent permitted by law, the Company's total liability arising from the use of the Application shall not exceed the amount paid by the customer for the Application or associated calling services during the three (3) months immediately preceding the event giving rise to the claim.

The Company shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, business interruption, or data loss.

15. Third-Party Services

The Application interacts with third-party services, including Microsoft Teams and Microsoft 365.

The Company is not responsible for:

- Microsoft service availability
- Third-party software updates
- Third-party security incidents
- Third-party licensing terms
- Third-party outages

Users are subject to the applicable terms of those third-party providers.

16. Changes to These Terms

The Company may modify these Terms from time to time. Updated versions will be made available through the Application or the Company's website. Continued use of the Application after changes become effective constitutes acceptance of the revised Terms.

17. Governing Law

These Terms shall be governed by the laws of the state in which the Company is headquartered, without regard to conflict-of-law principles.

Any disputes arising under these Terms shall be resolved in the appropriate state or federal courts having jurisdiction over the Company's principal place of business.

18. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

19. Contact Information

Questions regarding these Terms may be directed to:

Upchurch Telecom & Data, Inc.

Phone: (662) 455-1510

Email: service@uptel.com

Website: www.uptel.com

Mailing Address: PO Box 301 Greenwood, MS 38935

20. Acceptance

By installing, accessing, or using the Uptel Teams Calling App, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.