



## Offer Description

# Webex Wholesale

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

### 1. Summary

This Offer Description applies to Webex Wholesale and any Cisco Offers that reference this Offer Description (collectively, the “**Cisco Offer**”). Webex Wholesale is a program that includes one or more of the following products in various packages or bundles: Webex Calling (a Cloud Service) and Webex Meetings (a Cloud Service, that includes messaging in the Webex app). The specific Cisco Offer features included in Your Order will be as described in Your agreement with the authorized party from whom You purchase the Cisco Offer.

### 2. Support and Other Services

Support for the Cisco Offer will be provided by the authorized party from whom You purchase the Cisco Offer.

### 3. Data Handling

The [Disclosure Documents](#) for Webex Wholesale provide information about data handling practices, security controls, and other features specific to this Cisco Offer.

### 4. Special Terms

5.1 **Restrictions on Use by Minor Children.** The Cisco Offer is not intended for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (“**Minor Children**”). Minor Children are not permitted to create an account to use the Cisco Offer, and You will not authorize Minor Children to access the Cisco Offer.

5.2 **Geographic Restrictions.** In accordance with global telecommunications laws and regulations, the Cisco Offer is currently available in the countries listed here: <https://help.webex.com/en-US/article/n6fwepj/Where-is-Cisco-Webex-Available>. If the Cisco Offer is not available in a country, purchases will be restricted.

If You access the Cisco Offer in Pakistan using integrated VoIP, You are responsible, and Cisco has no liability for, ensuring that Your internet service provider has the necessary authorizations to provide VoIP.

#### 5.3 PSTN Requirement and Emergency Response Disclaimer

(A) **PSTN Requirement.** The Cisco Offer may be purchased with a PSTN calling service provided by an authorized party. When You purchase such a PSTN calling service, You must ensure the collection of an emergency response location for Your Users, for purposes of their emergency calls to national or state-designated emergency numbers, as required in Your jurisdiction. In some jurisdictions, this may be limited to Your company address, regardless of Your Users’ calling device, line, and location. As applicable for your jurisdiction, You are responsible for informing Your Users of the need to update their emergency response location if the User relocates the equipment used to access the PSTN calling service.

(B) **Emergency Response Disclaimer.** Your emergency response location for purposes of emergency calls may be limited to your company address. It is your responsibility to advise your authorized users to always provide their current location when calling emergency services. If your broadband connection, PSTN service, or electrical power fails or is temporarily suspended or interrupted, or any other issue interrupts your network connectivity, the Cisco Offer (including emergency calls) will also fail. Cisco will not be liable for any claims arising from failure of your network connectivity.

(C) **Disclaimer of Cisco’s Liability Related to PSTN Traffic.** When connecting to the Webex Meetings Cloud Service from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible and Cisco disclaims all liability for any such harm.

(D) **Limitation of Liability.** The availability of certain features, such as transmission of an emergency response

location or Your or Your User's telephone number, depends on factors outside of Cisco's control, including whether local emergency response centers support those features. Cisco disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by You to facilitate emergency response location or other address updates, and all other third parties involved in the provision of emergency response services. As permitted by applicable law, You hereby release, discharge, and hold harmless Cisco (including its directors, officers, employees, contractors, licensors, and agents) from and against any liability relating to or arising from:

- (1) Any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency call,
- (2) Your inability to use PSTN services to contact emergency services, or
- (3) Your failure to make additional arrangements to access emergency services.