

## TERMS AND CONDITIONS – USE OF SERVICE

**IMPORTANT-READ CAREFULLY: YOUR USE OF THE MEETINGZONE WEBSITE AND SERVICE AND THE MEETINGZONE GLANCE AND PRESENTER SERVICES IS SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS.**

**BY ORDERING OR USING THE SERVICES, YOU (THE CUSTOMER) ACKNOWLEDGE HAVING READ AND ACCEPTED, WITHOUT RESERVATION, TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU WARRANT THAT YOU ARE DULY AUTHORISED TO COMMIT THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING**

### 1. Definitions

In these terms and conditions, these words shall mean:

“Act” – the Telecommunications Act 1984 as amended or modified from time to time;

“Agreement” – the record of what You and We have agreed including these terms and conditions and the Price List;

“Call Charges” – the charges for calls made on Our equipment and logged by Us and only by Us calculated in accordance with the relevant Price List in force from time to time;

“Charges” – any sums owed by You to Us under this Agreement;

“Conference Charge” – the charge for the time spent by each party to a conference call hosted by You calculated in accordance with the relevant Price List in force from time to time;

“Consequential Loss” – pure economic loss, loss of profit, loss of business, contracts, goodwill and like loss, whether direct or indirect;

“Network” – any telecommunications network which We may use in order to provide You with the Service;

“Our Licence” – the Licence granted to Us under the Act which allows Us to provide the Service;

“Price List” – Our list of charges applicable from time to time and which is available on request;

“MeetingZone” with the logo device is the registered trade mark of MeetingZone Ltd.;

“Service” - the services which We agree to provide You under this Agreement and which are described in Our service literature as amended from time to time;

“We” “Us” “Our” - MEETINGZONE LIMITED registered at Oxford House, Oxford Road, Thame, OXON OX9 2AH

“You” “Your” “Customer” - the person, firm or company who We have accepted as a registered user of the Service and any other person who We believe is acting with its authority;

### 2. Provision of the Service

In order to become a registered user of the Service potential customers are required to complete our registration form. Once We have verified the information supplied on the form, We will decide, in our sole discretion, whether to accept the registration and will inform the potential customer of our decision.

We agree to provide You with the Service on the terms and conditions of this Agreement which sets out the entire contract between You and Us. The agreement comes into force on the date that You receive acceptance from us, or the date that you first use the service, whichever is the sooner.

We cannot guarantee that the Service will be available on any particular date and You accept that We shall not be liable to

You for any failure to provide You with the Service on any particular date. We will use Our reasonable endeavours to provide You with the quality and coverage of Service that We are able to provide to Our customers generally.

When you notify Us of a fault in the Service We will endeavour to make arrangements to correct that fault. However, You understand that no Service can be fault free all of the time and, as the Service may be affected by circumstances outside of Our control such as faults in the Network or other telecommunications networks, no guarantee is given of uninterrupted or error free access to or operation of the Service.

We may have to temporarily suspend all or part of the Service for operational reasons or in the event of an emergency. We will try to give You notice of any such suspension.

For operational reasons, we may vary the technical specification of the Service or refuse to supply the Service.

On acceptance as a registered user of the Service, You will be issued with a unique Conference Host AccessCode. Your Host AccessCode is personal to You and you understand that the use of it initiates charging for the service. You are responsible for maintaining the confidentiality of User accounts and passwords. You are responsible for all usage on Your User Accounts. You agree to immediately notify us of any unauthorised use of your account of which you become aware.

We may refuse to connect You to the Service if any of the information You have provided to Us is inaccurate or misleading.

### 3. Use of the Service

You understand that Your use of our service is contingent upon acceptance of and compliance with these terms and conditions and that they apply to each and every usage of the service.

You must not use the Service:

- for sending any messages or communications which are immoral, indecent, offensive, obscene, defamatory, menacing or for any malicious purpose;
- fraudulently, or for any illegal or unlawful purpose;
- to harass, annoy, inconvenience or cause needless anxiety to any person and You must not encourage, request or permit anyone else to use the Service in this way.

You must use the Service in accordance with all reasonable instructions We may give You from time to time; the relevant provisions of the Act, any other relevant law, code of practice or regulation;

## Supply of MeetingZone Services

You shall not acquire any rights in relation to any telephone number(s) or any other code or number allocated by Us in connection with the Service.

You agree to indemnify Us against all costs (including the costs of enforcement) expenses, liabilities (including any tax liability), injuries, losses, damages claims, demands or legal costs (on a full indemnity basis) and judgements which We suffer or incur from or in any way connected with Your use of the Service in breach of this Agreement or Your misuse of the Service.

You acknowledge that We may co-operate with the police and any other relevant authorities in connection with any misuse or suspected misuse of the Service or other telecommunications services and that as a result, where this is reasonably necessary, We may divulge Your name, address and account information to such third parties.

MeetingZone Glance and Presenter Software Licenses. (a) Grant of License. MeetingZone grants You a perpetual, non-exclusive license ("Software License") to use the MeetingZone software: (i) subject to You paying Service fees on a timely basis, or until the Agreement or Contract is otherwise terminated; (ii) allowing Customer to download copies of the MeetingZone Glance client to any PC; (iii) subject to these terms and conditions

Restrictions: You have no right and will not, nor will you authorize or assist others to: (a) produce, manufacture, distribute or copy all or any portion of the Software, except as expressly allowed in this Agreement, (b) disassemble, reverse engineer or decompile all or any portion of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, (c) modify, translate, or alter all or any portion of the Software or (d) license, sublicense, assign, transfer, rent, lease, sell, encumber or otherwise transfer title or any other rights in all or any portion of the Software. You will indemnify MeetingZone against any loss related to your failure to conform to the requirements of this Section.

Subscription accounts. Where you have elected to subscribe to the use of any of MeetingZone's services using a named licence, this subscription is personal to the named account holder within your company for each subscription taken. These subscription accounts may not be shared by a number of meeting hosts. In addition to any statutory remedies for a breach of this clause, a breach of this clause will render You liable to purchase a subscription for each person hosting a meeting with the service.

Email. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A customer shall not use MeetingZone's mail server to relay mail other than invitations to share its own data without the express permission of MeetingZone.

Network Security. Violations of system or network security are prohibited, and may result in criminal and civil liability. MeetingZone will investigate incidents involving such violations

and may involve and will cooperate with law enforcement if a criminal violation is suspected.

### 4. The Charges

In consideration of the provision of the Service, You will pay Us, in addition to any other charges due under this Agreement:

- the Conference Charge;
- Additional Feature Charges; and
- Call Charges.

All charges are in GBP £ sterling and are exclusive of UK VAT for which You will be additionally liable.

We may change any charges any time without notice to You. Details of our charges are available from Us upon request.

### 5. Billing

We will issue You a bill each month. You agree to pay Us all Charges due within 15 days of the date of Our bill, by direct debit or by an alternative method agreed by Us. Time shall be of the essence in respect of payment of Charges due. Each time Your payment is late, cancelled or dishonoured without a valid reason, We will charge You the prevailing charge (excluding VAT) for Our administration costs. You agree to be responsible for all reasonable costs and expenses incurred by Us, including but not limited to, Our debt collection agents and solicitors fees in attempting to obtain payment from You. If You fail to pay any Charges by the due date without valid reason We may charge You interest at the rate of 3% above Lloyds Bank PLC base rate from the due date until the date We receive Your payment.

If You want to challenge an item on Your bill, You must do this within 6 months of the date of the bill.

You agree to tell Us promptly of any change in Your name, address, email address or bank details.

Any Charges payable by You under this Agreement shall be paid in full without any deduction or set-off whatsoever.

### 6. Non Payment

If You fail to pay any Charges by the due date We may temporarily suspend Your use of the Service without warning. We will restore full use of the Service when You pay all Charges including any additional administration charge for late/ non-payment.

If Your failure to pay continues beyond 30 days from the due date for payment, We may completely disconnect You from the Service. Reconnection will be at Our discretion and will only be considered when You have paid all Charges including any administration charges.

### 7. Termination

We can end this Agreement immediately if any of the following happens:

You are in breach of this Agreement and the breach is incapable of remedy;

You are in breach of this Agreement and, such breach being capable of remedy, do not remedy the breach within 14 days of Our notice requiring You to do so;

You (being a company) satisfy the test of insolvency and are unable to pay Your debts as set out in section 123 of the Insolvency Act 1986;

## Supply of MeetingZone Services

You (being an individual, person or firm) satisfy the test of insolvency and are unable to pay Your debts as set out in sections 267 and 268 of the Insolvency Act 1986;

You cease or threaten to cease to trade;

We are required to end this Agreement by a competent regulatory authority or Our Licence expires or is terminated.

On termination of this Agreement for any reason You will pay Us all outstanding Charges due under this Agreement;

### 8. Suspension

We can suspend provision of the Service immediately if any of the following happens:

We are entitled to end this Agreement for any reason;

We have reasonable grounds to believe that any Charges payable under this Agreement by You may not be paid;

You do not pay Us any money which is due to Us;

We have reasonable grounds to suspect You have or are about to use the Service in contravention to Section 3.

While the Service is suspended You will still have to pay all Charges due and any other reasonable costs and expenses which We may incur as a result of such suspension and any subsequent reconnection of Service.

### 9. Use of Information

Information You provide or We hold about You may be used to:

- identify You when You make telephone enquiries;
- help administer any accounts, services and products offered by the Us now or in the future;
- help Us to detect fraud or loss; and
- write to, or telephone, You with information about other services and products offered by Us and Our carefully selected partners in the provision of the Service

If you do not wish to receive this information then please notify Us. In order to tell You about discounts and offers which may be available, We will process information about Your use of the Service. We may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies.

### 10. Limitation of Liability

Our aggregate liability to You for any direct loss or damage caused by Our negligence or by Our breach of the terms of this Agreement is limited to £2000. We shall in no circumstances be liable to You for any Consequential Loss. Notwithstanding the foregoing, Our liability for death or personal injury caused by Our negligence is not limited. For the avoidance of doubt We shall not be liable for any charges You incur if You divert Your calls to another telecommunications operator or Conferencing Service provider during any period when the Service is not available.

### 11. Force Majeure

We will not be liable to You for any non-performance of Our obligations under this Agreement due to acts of God, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, strikes, lock-outs (whether including Our workforce or the workforce of any other party) and other

industrial disputes, acts of government, highway authorities, telecommunications operators or other competent authorities or inability in obtaining supplies or services from third parties or due to any cause beyond Our reasonable control.

### 12. Variation

We can change this Agreement at any time if We are required to comply with new laws or rules or any change in Our Licence or if there is any change in Our Service. Your subsequent access or use of the service will constitute your agreement to the most current version of these Terms and Conditions. No other variation to this Agreement shall be effective unless in writing and signed by You and Us.

### 13. Waiver

No failure by Us to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise prevent any further exercise of the same, or of some other right, power or remedy.

### 14. Enforceability

If any clause or part of this Agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be deemed to not form part of this Agreement without affecting any other provision of this Agreement which shall remain in full force and effect.

### 15. Assignment

This Agreement may not be transferred to anyone else without Our agreement. We may transfer any of Our rights under the Agreement to any third party.

### 16. Notices

Any notices which may be given by either You or Us under this Agreement must be in writing and shall be deemed to have been duly given if addressed to the party to which its to be given and if left at or delivered by mail or facsimile as appropriate to the address or facsimile number supplied by that party from time to time.

### 17. Third Parties

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### 18. Applicable Law

This Agreement is governed by English law and any disputes will be settled in the English courts.