

Supply of MeetingZone Services

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:

“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;

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

“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 INC registered at Corporation Trust Center, 1209 Orange Street, In the City of Wilmington, County of Newcastle, Delaware.

“You” “Your” - 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.

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.

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 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;

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.

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 exclusive of taxes and any Federal or State Fees for which You will be additionally liable.

We may change any charges any time without notice to You. Details of our charges are shown on the Price Lists which 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 taxes) 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 HSBC Commercial Prime Lending 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 satisfy the test of insolvency, receivership or bankruptcy proceedings for the settlement of debts, make assignments for the benefit of creditors, initiate of dissolution proceedings;

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 and You will immediately cease to use the Host AccessCode issued to You;

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 are using the Service fraudulently.

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

a. 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 \$5000. 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/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 upon service to You of no less than 7 days' notice if We are required to comply with new laws or rules or if there is any change in Our Service. 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.

15. 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.

16. 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.

17. 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 it is 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.

18. Third Parties

A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

19. Applicable Law

The laws of the State of Delaware shall govern this Agreement. Any action to enforce this Agreement shall be litigated in the State or federal courts system in New Castle County of Delaware, to which jurisdiction all parties hereby consent. In any action arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief that may be awarded.

Privacy & Security

MeetingZone is a leading provider of audio and Web conferencing services. We have developed this Web site (the "MeetingZone Site") to provide you with access to these services. We understand your need for privacy when using the Web for your communication. This policy discloses MeetingZone's practices with respect to the collection, use and disclosure of user information collected through the MeetingZone Site and through your use of MeetingZone services.

1. NOTICE. In connection with the operation of the MeetingZone site we will ask you to provide us with information that personally identifies you or allows us to contact you ("Personal Information") when, among other things, you register on the MeetingZone Site, use one of our services, fill out a survey, make a request for information, or enter a sweepstakes or contest through the MeetingZone Site. We will use the Personal Information that you provide us in these circumstances to operate the MeetingZone Site, to provide, deliver, bill and collect for services to satisfy MeetingZone's legitimate business interests, such as customer analysis and internal marketing study and analysis, and to provide information that you request from the MeetingZone Site ("Primary Use"). Unless you instruct us not to do so, MeetingZone may also use the Personal Information that you provide us to contact you regarding additional or new services and features offered by MeetingZone, special offers

by MeetingZone, or important information regarding MeetingZone ("MeetingZone Secondary Use"). In addition, with your permission, we may provide your Personal Information to other companies who may contact you regarding products, services, and offers that may be of interest to you, but that are not directly related to MeetingZone or the MeetingZone Site ("Third Party Secondary Use").

MeetingZone may provide Personal Information to vendors that assist MeetingZone in processing the information. MeetingZone requires such vendors to enter into agreements with MeetingZone prohibiting disclosure of the information to others and restricting its use to providing the contracted services of MeetingZone.

2. CHOICE. As we noted above in Section 1, we will not use your Personal Information for any Third Party Secondary Uses unless you affirmatively choose to participate in such Secondary Uses. You may also stop the delivery of informational or promotional mail from us by following the instructions included in the informational or promotional mail itself.

3. ACCESS. When you register to use any of the services offered by MeetingZone, MeetingZone will send you a confirmation of your registration showing the Personal Information that we obtained from your registration. Also, we will take reasonable steps to give you the opportunity to correct inaccuracies in the Personal Information we retain concerning you and delete Personal Information concerning you upon your request.

4. SECURITY. The Personal Information that we collect from you is stored in operating environments that employ reasonable security measures and that are not available to the general public. MeetingZone is not responsible for unauthorized access to such information by hackers or others that obtain access through illegal measures, in the absence of negligence on the part of MeetingZone. Further, the other sites that you may access through the MeetingZone Site may have different security practices and you should familiarize yourself with those practices.

You are responsible for the confidentiality and security of passwords that MeetingZone issues to you. If you believe that a third party has obtained your password in an unauthorized manner, please notify us promptly.



5. COMPLAINTS. If at any time you believe that we have acted contrary to this Privacy Policy, please notify us by email at info@MeetingZone.com and we will take steps to investigate and will use reasonable measures to remedy the problem.

6. DISCLOSURE FOR LEGAL PURPOSES. We may disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary: (a) to conform to the edicts of the law or comply with legal process served on us or our affiliates, (b) to protect and defend our rights or property or those of our users, (c) to protect the personal safety of our users or the public, or (d) in connection with a merger, consolidation or sale of substantial assets of MeetingZone. As we continue to develop our business, we might buy or sell assets related to our business. In such transactions Personal Information generally is one of the transferred business assets. Also, in the event that MeetingZone or substantially all of its assets are acquired, Personal Information will be one of the transferred assets.

7. ANONYMOUS INFORMATION. Please understand that, in addition to collecting Personal Information, MeetingZone will also gather information that does not personally identify you regarding your use of the MeetingZone Site ("Anonymous Information"). The Anonymous Information that we collect regarding your use of the MeetingZone Site may be used by us to measure the effectiveness of marketing efforts on the MeetingZone Site, for improving the services we offer to you, to improve the MeetingZone Site, or to share with third parties for other purposes. For example, we might use this Anonymous Information to inform our advertisers how many users visited a particular advertisement, and for how long, so they can measure whether the advertisement was effective. Generally, you will not be aware when such Anonymous Information is being collected about you - it may be collected in various ways, such as through traffic data or direct surveys of our customers and may entail the use of, among other things, cookies, IP addresses, or other numeric codes used to identify the computer or other device used to access our site.

8. COOKIES. We use cookies to provide you with better service. Cookies are pieces of information that a Web site transfers to your computer's hard disk for record-keeping purposes. Cookies can make the Web more useful by storing information about your preferences for a particular site. The use of

cookies is an industry standard, and many major Web sites use them to provide useful features for their customers. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Most browsers are initially set to accept cookies. If you prefer, you can set your browser to refuse cookies. However, you may not be able to take full advantage of the functionality of the MeetingZone Site or services if you do so.

9. VENTURING OFF THE MEETINGZONE SITE.

The MeetingZone Site may contain banner advertisements and hyperlinks that can take you to Web sites run by other third parties ("Third-Party Sites"). Any hypertext or other links to third party Web sites from the MeetingZone Site are provided solely as a convenience to you. If you use these links, you will leave the MeetingZone site. MeetingZone has not reviewed all of these third party sites and does not control and is not responsible for any of these sites or their content or practices. Thus, MeetingZone does not endorse or make any representations about them, or any information, software, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to the MeetingZone site, you do this entirely at your own risk.

Remember, this Privacy Policy only applies to the MeetingZone Site. When you are no longer on the MeetingZone Site, you may encounter different privacy and security practices and you should familiarize yourself with those practices each time you visit a new site.

10. MODIFICATIONS. MeetingZone reserved the right to modify the Privacy Policy at any time. Please review the Privacy Policy each time you use the MeetingZone Site or the Services, as your continued use of the MeetingZone Site and the Services signifies your assent to such modifications.

11. CONTACT US. If at any time you believe that MeetingZone has not followed the above policy, or if you would like your information deleted from our system, please contact us via email at infona@MeetingZone.com.

