

CONFERENCEHUBS.COM TERMS OF SERVICE

1. AGREEMENT

These Terms of Use (the "Agreement") constitute a legally binding agreement by and between ConferenceHubs.Com. ("ConferenceHubs.Com") and you or your company (in either case, "You" or "Your") concerning Your use of ConferenceHubs.Com's website (the "Website") and the conferencing services offered by ConferenceHubs.Com in association with the Website (the "Services"). By using the Website and Services, You represent and warrant that You have read and understood, and agree to be bound by, this Agreement. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND REFRAIN FROM USING THE SERVICES IN ANY WAY.

2. PRIVACY POLICY

By using the Website and Services, You consent to the collection and use of certain information about You, as specified in ConferenceHubs.Com's [Privacy Policy] (the "Privacy Policy"). ConferenceHubs.Com encourages users of the Website and Services to frequently check ConferenceHubs.Com's Privacy Policy for changes. By using the Website and Services, You represent and warrant that You have read and understood, and agree to be bound by, the Privacy Policy. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THE PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE WEBSITE. If there is any conflict between any provision of this Agreement and the Privacy Policy, the provision of this Agreement shall control.

3. CHANGES TO AGREEMENT AND PRIVACY POLICY

Internet and wireless technology and the applicable laws, rules and regulations change frequently. ACCORDINGLY, CONFERENCEHUBS.COM RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME. NOTICE OF ANY SUCH CHANGE WILL BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND REFRAIN FROM USING THE SERVICES. Unless ConferenceHubs.Com obtains Your express consent, any revised Privacy Policy will apply only to information collected by ConferenceHubs.Com after such time as the revised Privacy Policy takes effect, and not to information collected under any earlier Privacy Policies.

4. ELIGIBILITY

BY USING THE WEBSITE AND THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. If You are using the Website or Services on behalf of a company, You further represent and warrant that You are authorized to act and enter into contracts on behalf of that company. This Agreement is void where prohibited.

5. LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, ConferenceHubs.Com grants You a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to use the Website and Services. Except as expressly set forth herein, this Agreement grants You no rights in or to the intellectual property of ConferenceHubs.Com or any other party. In the event that

You breach any provision of this Agreement, Your rights under this section will immediately terminate.

6. USER INFORMATION/PASSWORD PROTECTION

In connection with Your use of the Website and Services, You will be required to complete a registration form. You represent and warrant that all information You provide on any registration form or otherwise in connection with Your use of the Website or Services will be complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy.

You will also be asked to provide, or may be given, a user name and password in connection with Your use of the Website and Services. You are entirely responsible for maintaining the confidentiality of Your password. You may not use the account or password of any other Website or Services user. You agree to notify ConferenceHubs.Com immediately of any unauthorized use of Your account or password.

ConferenceHubs.Com shall not be liable for any loss that You incur as a result of someone else using Your account or password, regardless of whether with or without Your knowledge. You may be held liable for any losses incurred by ConferenceHubs.Com, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of Your account or password.

7. THIRD-PARTY WEBSITES

The Website may be linked with websites operated by third parties ("Third-Party Websites").

ConferenceHubs.Com does not have control over the Third-Party Websites, each of which may be governed by its own terms of service and privacy policy. CONFERENCEHUBS.COM HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, GOODS AND SERVICES MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES. ACCORDINGLY, CONFERENCEHUBS.COM DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF ANY INFORMATION, MATERIAL, GOODS OR SERVICES MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES. CONFERENCEHUBS.COM DISCLAIMS, AND YOU HEREBY AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF THIRD-PARTY WEBSITES.

8. CONSENT TO RECEIVE EMAIL

By establishing an account with ConferenceHubs.Com, You consent to receive periodic email communications from ConferenceHubs.Com concerning ConferenceHubs.Com's products and services, including without limitation ConferenceHubs.Com's periodic newsletter, occasional service update bulletins, and summary emails regarding scheduled conferences before and after they are complete.

9. PROHIBITED USES

ConferenceHubs.Com imposes certain restrictions on Your use of the Website. You represent and warrant that You will not: (a) violate or attempt to violate any security features of the Website; (b) access content or data not intended for You, or log onto a server or account that You are not authorized to access; (c) attempt to probe, scan, or test the vulnerability of the Website, or any associated system or network, or breach any security or authentication measures without proper authorization; (d) interfere or attempt to interfere with the use of the Website or Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing" the Website or infrastructure that provides the Services. Any violation of this section may subject You to civil and/or criminal liability, and ConferenceHubs.Com reserves the right to cooperate with law enforcement in any investigation of any violation of this or any other section of this Agreement.

10. INTELLECTUAL PROPERTY

The Website, all content and materials located on the Website, and the free conferencing infrastructure

that delivers the Services, including without limitation the ConferenceHubs.Com name and any logos, designs, text, graphics and other files, and the selection, arrangement and organization thereof, are the intellectual property of ConferenceHubs.Com or its licensors. Except as explicitly provided, neither Your use of the Website and Services, nor Your entry into this Agreement, grant You any right, title or interest in or to any such content or materials. Free Conference, the ConferenceHubs.Com logo, the Tag Line "Simple, Convenient, Reliable.", (the "ConferenceHubs.Com Marks") are trademarks, servicemarks or registered trademarks of ConferenceHubs.Com, Inc. The Website is Copyright © 2000 to the present, ConferenceHubs.Com, Inc. ALL RIGHTS ARE RESERVED.

11. Digital Millennium Copyright Act (DMCA) Policy

If you have evidence, know, or have a good faith belief that your copyright rights or the copyright rights of a third party have been violated and you want ConferenceHubs.Com to delete, edit, or disable the material in question, you must provide ConferenceHubs.Com with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ConferenceHubs.Com to locate the material; (d) information reasonably sufficient to permit ConferenceHubs.Com to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to ConferenceHubs.Com's designated agent at:

DMCA AGENT
7780 Elmwood Ave Suite 100
Middleton, WI 53597
DMCA@ConferenceHubs.Com

12. DISCLAIMERS; LIMITATION OF LIABILITY

(a) NO WARRANTIES.

CONFERENCEHUBS.COM, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES RELATING TO THE WEBSITE AND SERVICES. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONFERENCEHUBS.COM, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE WEBSITE AND SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NEITHER CONFERENCEHUBS.COM NOR ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER CONFERENCEHUBS.COM NOR ITS LICENSORS OR SUPPLIERS HAS ANY LIABILITY WHATSOEVER IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES. ADDITIONALLY, CONFERENCEHUBS.COM HAS NOT AUTHORIZED ANYONE TO MAKE ANY WARRANTY OF ANY KIND ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH

STATEMENT BY ANY THIRD PARTY.

(b) YOUR RESPONSIBILITY FOR DAMAGE

YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD CONFERENCEHUBS.COM OR ITS LICENSORS OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

(c) LIMITATION OF LIABILITY

THE LIABILITY OF CONFERENCEHUBS.COM AND ITS LICENSORS AND SUPPLIERS IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CONFERENCEHUBS.COM OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO CONFERENCEHUBS.COM OR ITS LICENSORS AND SUPPLIERS) ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF CONFERENCEHUBS.COM AND ITS LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL BE \$250. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN CONFERENCEHUBS.COM AND YOU. THE WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATION.

(d) APPLICATION

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATIONS OF LIABILITY IN ANY OTHER AGREEMENT OR AGREEMENTS BETWEEN YOU AND CONFERENCEHUBS.COM OR BETWEEN YOU AND ANY OF CONFERENCEHUBS.COM'S LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. CONFERENCEHUBS.COM'S LICENSORS AND SUPPLIERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

13. INDEMNITY BY YOU

You agree to defend, indemnify and hold harmless ConferenceHubs.Com and its officers, directors, employees, agents, affiliates, representatives, sublicensees, successors, assigns and contractors (collectively, the "ConferenceHubs.Com Parties") from and against any and all claims, actions, demands, causes of action and other proceedings (collectively, "Claims"), including but not attorneys' fees and costs, arising out of or relating to: (i) Your breach of this Agreement, including without limitation any

representation or warranty contained in this Agreement; or (ii) Your access to or use of the Website or Services.

14. GOVERNING LAW; JURISDICTION AND VENUE; INTERPRETATION

This Agreement, including without limitation its construction and enforcement, shall be treated as though it were executed and performed in Los Angeles, California, and shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER IT AROSE OR BE FOREVER WAIVED AND BARRED. THE PROPER VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE WILL BE THE STATE AND FEDERAL COURTS IN LOS ANGELES, CALIFORNIA. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS.

15. TERMINATION

(a) By ConferenceHubs.Com

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, CONFERENCEHUBS.COM RESERVES THE RIGHT TO, IN CONFERENCEHUBS.COM'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY USE OF THE WEBSITE OR SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR ANY BREACH OR SUSPECTED BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

(b) Automatic Termination Upon Breach By You

This Agreement shall automatically terminate in the event that You breach any of this Agreement's representations, warranties or covenants. Such termination shall be automatic, and shall not require any action by ConferenceHubs.Com.

(c) By You

You may terminate this Agreement at any time, for any or no reason at all, by providing ConferenceHubs.Com notice of Your intention to do so by email notice to conference-support@telephony.com

(d) Effect of Termination; Survival

Any termination of this Agreement automatically terminates all rights and obligations created thereby, including without limitation Your right to use the Website and Services, except that Sections 8, 9, 10, 12 (consent to receive email, representation and warranty, intellectual property disclaimers), 13-14 (indemnity, jurisdiction) and 16 (general provisions) will survive any termination.

16. GENERAL

(a) Entire Agreement; Amendment; Interpretation

This Agreement constitutes the entire agreement between ConferenceHubs.Com and You concerning Your use of the Website and Services. This Agreement may only be modified by a written amendment signed by an authorized executive of ConferenceHubs.Com or by the unilateral amendment of this Agreement by ConferenceHubs.Com, as further specified in Section 3. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

(b) Severability; Waiver

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

(c) Assignment

This Agreement and all of Your rights and obligations thereunder will not be assignable or transferable by You without the prior written consent of ConferenceHubs.Com. Notwithstanding the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

(d) Relationship

You and ConferenceHubs.Com are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

(e) Third-Party Beneficiaries

Except for the ConferenceHubs.Com Parties as and to the extent set forth in Section 13, and ConferenceHubs.Com's licensors and suppliers as and to the extent expressly set forth in Section 12, there are no third-party beneficiaries to this Agreement.