

TERMS AND CONDITIONS

Supply of conferencenow and webconferencenow Services

IMPORTANT - READ CAREFULLY: YOUR USE OF THE CONFERENCENOW WEBSITE AND SERVICES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS.

1. Definitions

In these terms and conditions, these words shall mean:

"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" - **conferencenow** Email customerservice@conferencenow.co.uk

"You" "Your" - the person, firm or company who We have accepted as a registered user of the Service and any other person who uses the PIN and numbers related to the service;

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

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;

You shall not acquire any rights in relation to any telephone number(s) or any other code allocated by Us in connection with the Service. You must only use the numbers and codes provided by Us - use of any other international access number which is not published on either the website or sign-up email will result in charges being incurred which you will be liable for.

You understand that the service is subject to a fair use policy relating to all the numbers We provide to you. We may at our discretion withdraw service from you if in our sole opinion the fair use policy has been exceeded.

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.

It is your responsibility to ensure that You disable cookies and delete browsing history when accessing conferencenow in internet cafes or other such locations and on public/shared computers.

5. Suspension

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

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

6. 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

7. 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 £500. 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.

8. 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.

9. Applicable Law

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

ENDS
August 2009