**Terms of Service**

**1. Services and Pricing.**

(a) **Sale of Services.** You (“Customer”) will pay American Teleconferencing Services, Ltd. d/b/a Premiere Global Services (“PGi”) for the generally available services provided by PGi to you, as subscribed by you, including without limitation, any PGi desktop, tablet and mobile applications (the “Services”), at the rates and according to these Terms of Service and any additional terms as set forth in schedules attached hereto and hereby incorporated herein (the “Schedules” and collectively with these Terms of Service, this “Agreement”). In the event of a conflict between any terms herein and in any Schedule, the terms of the Schedule for the particular service shall control. Charges for use of Services shall be invoiced in such manner as stated on an applicable Schedule, or if not therein provided, shall be invoiced at the end of each billing cycle, and, in all cases, payments are due within thirty (30) days after date of invoice.

(b) **Taxes and Other Charges.** PGi reserves the right, in its sole discretion, to change or institute new or additional rates, charges and/or fees for access to or use of the Services or to change its payment terms or billing methods at any time. PGi may suspend Services if PGi determines, in its sole discretion, that your previous payment record so warrants such change. Charges are exclusive of taxes. You will pay, and PGi reserves the right to collect in arrears, all sales, use, consumption, goods and services, excise or other taxes (other than taxes based upon PGi net income), fees, surcharges, charges for universal support mechanisms (including without limitation any and all federal or state Universal Service Fund charges) or other charges of any nature whatsoever, now or hereafter imposed or assessed on PGi, by any foreign, federal, state/provincial, county or local government authority upon or with respect to the Services provided. You shall indemnify PGi against any payments made by PGi which are Your responsibility under this paragraph. If you claim exemption from charges, you must provide PGi with a current, valid exemption certificate from the applicable regulatory authority.

(c) **Credit Cards.** Notwithstanding any other provision herein, for any fees and/or charges paid by credit or debit cards, you agree if payment is not received by PGi from the card issuer or its agents, you will pay all amounts due upon demand by PGi. Each time you use the Services, or allow or cause the Services to be used, you agree and reaffirm that PGi is authorized to charge your designated card in connection with the Services. YOU FURTHER AGREE THAT PGi MAY SUBMIT ADDITIONAL CHARGES FOR USE OF THE SERVICES EACH MONTH, QUARTER OR YEAR, AS APPLICABLE, IN ACCORDANCE WITH THIS AGREEMENT, WITHOUT FURTHER AUTHORIZATION FROM YOU, until you provide prior written notice (in accordance with PGi's verification procedures, as may be established by PGi from time to time in its sole discretion) that you terminate this authorization or desire to change your designated card. Such notices will not affect charges submitted before PGi reasonably could act on such notice. When you provide your card information to PGi (or its designated licensees or subcontractors), you represent and warrant to PGi that you are the authorized user of your designated card. You agree to promptly notify PGi of any changes to your designated card account number, its expiration date or your billing address, as applicable, and you agree to notify PGi if such designated card expires or is cancelled for any reason. For the avoidance of doubt, the designated card account holder is responsible for all charges incurred, including applicable taxes, and all purchases made by such account holder or anyone that uses the card. **WITHOUT LIMITING ANY OTHER REMEDY HEREIN, IF RECURRING FEES ARE NOT PAID IN A TIMELY MANNER, OR IF PGi IS UNABLE TO PROCESS YOUR** **TRANSACTION(S) USING THE DESIGNATED CARD INFORMATION PROVIDED, PGi RESERVES THE RIGHT TO SUSPEND AND/OR TERMINATE THE SERVICES.**

(d) **Disputes.** Past-due balances not reasonably disputed in good faith as herein provided shall be subject to an interest charge of 1.5% per month computed from the due date of each invoice previously issued, or the maximum rate legally permitted, whichever is less, and you shall pay any collection costs, including reasonable attorneys’ fees, and other expenses incurred by PGi to collect any such sums due under this Agreement. You must notify PGi of any charge disputed in good faith, with supporting documentation, within thirty (30) days from the date of invoice, or you will be deemed to agree to such charges and no adjustments to charges or invoices will be made. You remain responsible to pay charges not reasonably disputed in good faith as herein provided by the due date.

(e) **Beta Versions.** With respect to any Beta version of any of the Services (the "Beta Services") made available to you for purposes of evaluation and feedback, you acknowledge that the Beta Services may contain bugs, errors and other problems and are provided to you "as-is." To the extent permitted by law, **PGi disclaims any warranty or liability obligations to you of any kind with respect to the Beta Services.** You further acknowledge the importance of communication between PGi and you during your use of the Beta Services and hereby agree to receive related correspondence and updates from PGi and its suppliers. In the event you request to opt-out from such communications, your use of the Beta Services may be canceled. You also hereby acknowledge that PGi has not made any representations, promises or guarantees that the Beta Services will ever be announced or made available to anyone in the future and that PGi has no express or implied obligation to you to announce or introduce the Beta Services. With respect to the Beta Services, this subsection shall supersede any other terms and conditions contained herein, but only to the extent necessary to resolve conflict. In addition to and without limiting any other rights or remedies PGi has, if PGi determines, in its sole discretion, that you have violated any conditions of and/or limitations on the Beta Services, PGi reserves the right to immediately terminate the Beta Services.

**2. Term and Termination.**

(a) **Term*.*** Services shall commence upon the Service Commencement Date as agreed upon by the parties, in writing, and shall continue, unless different terms are specified by the parties in a Schedule, for a minimum term of twelve (12) months ("Initial Term"), with renewal terms continuing indefinitely thereafter at lengths equal to the Initial Term (each a "Renewal Term"). Without limiting the foregoing, if the term of any Services described in a Schedule extends beyond the expiration or termination of this Agreement, the terms of this Agreement shall apply to such Services even after expiration or termination of the Agreement. Either party may terminate this Agreement at the end of a term by providing written notice to the other party of such termination at least sixty (60) days prior to the end of such term or as the parties otherwise agree, in writing.

(b) **Promotional Term; Free Trial Term.** If you use Services pursuant to a promotional offer granting free Services and/or a free trial for Services, which may include without limitation the waiver of certain fees and/or other charges as defined by a particular promotional offer ("Free Services"), you will receive use of the Free Services solely for a limited period of time and all use of all Free Services shall be subject to the terms herein and any and all other restrictions, limitations and conditions identified or communicated to you with the specific Free Services offer, including without limitation, you are and will remain liable for all charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer. Notwithstanding any other provision in this Agreement, all Free Services are provided solely as an accommodation to you, and PGi reserves the right, at all times and in its sole discretion, to terminate or modify any Free Services at any time without notice, including without limitation for any abuse of the Free Services and/or your failure to pay fees and charges not otherwise designated as specifically and expressly waived pursuant to the applicable promotional offer. TO THE EXTENT YOU SIGN UP TO PAY FOR SERVICES BY CREDIT OR DEBIT CARDS, YOU ACKNOWLEDGE AND AGREE THAT AS A CONDITION TO RECEIVE ANY FREE SERVICES, A FEE AND/OR CHARGE, AS APPLICABLE, WILL BE PRE-AUTHORIZED AGAINST YOUR CREDIT CARD OR DEBIT CARD LIMIT (MEANING THE AMOUNTS PRE-AUTHORIZED WILL NOT BE CONSIDERED AVAILABLE CREDIT OR DEBIT FUNDS IN SUCH ACCOUNT) AND, UNLESS THE PARTIES EXPRESSLY AGREE OTHERWISE, WILL BE IMMEDIATELY CHARGED TO YOUR CREDIT OR DEBIT CARD, WITHOUT FURTHER AUTHORIZATION FROM YOU, UPON THE EXPIRATION OF THE FREE SERVICES PERIOD, UNLESS YOU TERMINATE SERVICES IN ACCORDANCE WITH THE TERMS OF THE SPECIFIC PROMOTION AND/OR THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN THE EVENT ANY PROMOTION HAS RATES AND/OR FEES NOT IMPLEMENTED UNTIL AFTER THE END DATE FOR FREE SERVICES ("RATE IMPLEMENTATION DATE") AND PGi AGREES TO MAKE AVAILABLE ANY FREE SERVICES TO YOU PRIOR TO SUCH RATE IMPLEMENTATION DATE, UNLESS THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING, YOUR INITIAL APPLICABLE TERM FOR SERVICES SHALL BE EXTENDED BY THE LENGTH OF THE FREE SERVICES PERIOD; PROVIDED, HOWEVER, IF SUCH FREE SERVICES PERIOD WOULD RESULT IN YOUR INITIAL APPLICABLE TERM ENDING IN THE MIDDLE OF A BILLING CYCLE, THEN SUCH TERM SHALL BE EXTENDED TO THE LAST DAY OF SUCH BILLING CYCLE.

(c) **Termination for Cause*.*** Either party may terminate this Agreement at any time in the event that the other party breaches any provision of this Agreement in any material respect and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. Notwithstanding the foregoing, PGi may terminate this Agreement and/or suspend the provision of Services immediately: (i) for illegal, fraudulent, improper or abusive use of the Services (including without limitation your use of the Services in contravention of Section 5, to be determined in PGi’s sole discretion); (ii) if deemed reasonably necessary by PGi to prevent interruption or disruption to PGi’s network, its business or other customers; (iii) if any portion of an invoice not reasonably disputed in good faith as herein provided remains unpaid when due (including without limitation any minimum commitments); or (iv) for breach, not subject to cure. All terminations by PGi shall be effective as of the date designated in the termination notice, and PGi shall not be liable to you or any third party should PGi exercise its right to discontinue Services, in whole or in part, or terminate this Agreement pursuant to this Section 2(c).

(d) **Effect of Termination.** In the event of any termination, you remain responsible for any and all fees and charges due and incurred through the termination effective date and will not be entitled to any partial month credits or refunds of any kind, including without limitation if you elect to not use the Services prior to the termination effective date.

(e) **Effect of Termination for Free Services.** In addition to and without limiting any other rights or remedies PGi has herein or otherwise identified or communicated to you with the specific Free Services offer, if PGi determines, in its sole discretion and whether or not it has conducted an audit, that you have violated any conditions of and/or limitations on the Free Services or any associated software, PGi reserves the right to immediately terminate the Free Services and to charge and to collect from you the amount you would have been required to pay for the Free Services as a retail customer (applying then-current list rates and/or Standard Charges, as applicable) during the period of your non-compliance. You agree to pay this amount to PGi, plus the cost of conducting any associated audits by PGi that in the sole discretion of PGi reveal non-compliance.

**3. Proprietary Information and Non-Disclosure.** Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the business, the Services and to the other party that is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, computer programs, schematics, data, customer lists, financial information and sales and marketing plans. Without limiting the foregoing, this Agreement and the pricing terms referenced herein shall be considered Proprietary Information of PGi. Each party and its employees and agents shall at all times, during the term of this Agreement and thereafter, keep in trust and confidence all Proprietary Information and shall not use such Proprietary Information other than in the course of their duties under this Agreement, nor shall either party or its employees and agents disclose any of such Proprietary Information to any individual or entity without the other party’s prior written consent. Each party acknowledges that any such Proprietary Information received by the other party shall be received as a fiduciary of the other party. Each party further agrees to immediately return to the other party or destroy all Proprietary Information in its possession, custody or control in whatever form held upon termination of this Agreement or at any time, or from time to time, upon the request of the other party.

**4. Intellectual Property.**

(a) The Services provided under this Agreement and all associated intellectual and proprietary rights are the sole property of PGi and/or its suppliers. Further, except as required for use of the Services, you have no right or license to use any of the trademarks or trade names owned by, licensed to or associated with PGi and its suppliers (the “PGi Marks") during the term of this Agreement without express written consent from PGi. Despite prior approval, you will immediately cease and desist using the PGi Marks upon notice from PGi or upon termination of this Agreement for any reason. Any use by you of the PGi Marks other than as described above will constitute a breach of this Agreement for which, in addition to any other remedies available at law or in equity, PGi may terminate this Agreement. If PGi elects to issue a press release pertaining to this Agreement, PGi and you agree to cooperate in a joint press release, subject to both parties’ prior review and approval, announcing the execution of this Agreement. You agree to allow PGi to name you as a client of PGi in any marketing material PGi may create from time to time. PGi will not use your trademarks or trade names, other than the corporate name and/or logo or solely to the extent used in PGi’s internal business communications and/or presentations, in any marketing materials without your prior written consent, which shall not be unreasonably withheld.

(b) PGi welcomes feedback regarding many areas of PGi’s Services, including its web sites. Any ideas, suggestions, comments and/or other feedback you provide to PGi (“Feedback”) shall be deemed to be non-confidential and PGi shall be free to use such information on an unrestricted basis. You should only provide specific Feedback on PGi’s existing Services and should not include any ideas that PGi’s policy will not permit it to accept or consider. PGi or any of its employees do not accept or consider unsolicited ideas of any kind, including ideas for new or improved services, products or technologies, enhancements or new service names. The following terms shall apply to submissions of all Feedback: You agree that: (i) all submissions and their contents will automatically become the property of PGi, without any compensation; (ii) PGi may freely and irrevocably use, disclose, reproduce, license, sublicense, distribute or redistribute and otherwise commercialize the submissions and their contents for any purpose and in any way throughout the world, without royalty; (iii) there is no obligation for PGi to review the submission; and (iv) there is no obligation to keep any submissions confidential. For the avoidance of doubt, you will not submit any Feedback to PGi that (i) you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any PGi product incorporating or derived from any Feedback, or other PGi intellectual property, to be licensed to or otherwise shared with any third party.

**5. Your Compliance and Indemnification.**

(a) You acknowledge that PGi has no control over the content of information published, posted, uploaded, exchanged, recorded or otherwise transmitted through the Services (whether visual, written or audible) and that PGi does not examine the use to which you put the Services or the nature of the information you or your users send or receive. You shall comply with and agree it is solely your responsibility to ensure the Services are used in accordance with all applicable foreign, federal, state/provincial and local laws relating to use of the Services under this Agreement (including without limitation, data privacy, export and control laws and regulations and laws relating to the use of VoIP-based services). Services may allow you to record meetings and to collect and utilize identifying information about your participants. If you or your users use the Services for direct marketing purposes or collect personal information through use of Services, you shall do so under your responsibility and you hereby agree to indemnify, defend and hold PGi harmless from any and all claims, losses, damages, penalties and costs (including without limitation reasonable attorney’s fees) arising out of your or your users violations of applicable privacy laws including obtaining all necessary consents and providing all appropriate notices. Without limiting the foregoing, you agree that the use of the Services is subject to U.S. and local export control laws and regulations. You represent that you are not a citizen of an embargoed country or a prohibited end user under applicable U.S. or local export and anti-terrorism laws, regulations and lists. You are responsible: (i) for any and all activities that may occur under your account, including without limitation, ensuring no content published, posted, uploaded, exchanged, recorded or otherwise transmitted through the Services infringes any third party’s intellectual property rights or is unlawful, threatening, abusive, harassing, libelous, deceptive, fraudulent, invasive of another’s privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature; and (ii) to maintain the confidentiality and security of your Host ID and/or access numbers, keys and passwords/passcodes. You agree to notify PGi immediately if there has been an unauthorized use of any Host ID and/or access numbers, keys and/or passwords/passcodes or any other breach of security and you shall be liable for fraudulent charges until such time as you have notified PGi to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. You acknowledge that PGi may from time to time monitor bridge activity relating to the Services for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, PGi may disclose information about your use of Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

(b) You acknowledge that PGi does not provide traditional telephone service, and the services are not intended to support or carry any emergency calls to any emergency services of any kind. You need to make additional arrangements in order to access emergency services. Additionally, use of conference recording or taping any use of the Services may subject you to laws or regulations. You acknowledge and agree that you may not record or tape any Web, video or telephone conversation in connection with the services unless you are in compliance with all laws relating to the recording of communications and protecting the privacy of communication for all parties to the conversation. PGi has not and is not expected to provide you with any analysis, interpretation or advice regarding your compliance with the above, and you are solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences.

(c) You shall indemnify, defend and hold PGi, its officers, directors, employees, affiliates and its suppliers harmless from any claims, losses, damages, penalties or costs (including without limitation reasonable attorneys’ or expert witness fees) arising out of your (or any individual or entity accessing the Services through you or your account): (i) use of the Services; (ii) violation or alleged violation of any applicable laws or regulations with respect to the Services; or (iii) infringement of any intellectual property rights of any third party. The obligations contained in this paragraph shall survive any termination or suspension of the Services contemplated herein, the expiration or termination of this Agreement and final payment.

**6. Warranty and Limitation of Liability.** ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PGi SHALL NOT HAVE ANY LIABILITY TO ANY PARTY, INCLUDING BUT NOT LIMITED TO YOU, FOR THE CONTENT OF INFORMATION TRANSMITTED BY YOU THROUGH THE SERVICES OR ANY LOSS, DELAY, INTERRUPTION, OR INACCURACY OF SUCH COMMUNICATIONS. PGi DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR COVENANTS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT REGARDING THE SERVICES. WITHOUT LIMITING THE FOREGOING, PGi MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, AND ANY MATERIAL, AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. PGi ALSO DOES NOT MAKE ANY WARRANTY OR GUARANTEE FOR ANY PRODUCTS OR SERVICES PROVIDED BY VENDORS SUGGESTED BY PGi. NEITHER PGi NOR PGi’S SUPPLIERS SHALL IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR OTHER MONETARY LOSS; LOSS OR INTERRUPTION OF DATA, RECORDINGS, COMPUTER TIME OR VOICE TRANSMISSIONS; ALTERATION OR ERRONEOUS TRANSMISSION OF DATA; ACCURACY OF DATA; inability to use the services to contact emergency services; UNAUTHORIZED ACCESS TO OR USE OF VOICE OR DATA PROCESSED OR TRANSMITTED BY, TO OR THROUGH THE SERVICE; OR PROGRAM ERRORS) EVEN IF PGi IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. PGi SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ITS OBLIGATIONS UNDER THIS AGREEMENT CAUSED BY REASONS BEYOND PGi's CONTROL. IN NO EVENT SHALL PGi'S TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT, WHETHER SUCH THEORY OF LIABILITY IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE CHARGES (CALCULATED ON A PRO-RATED BASIS FOR ADVANCED PAYMENTS OF ALL CHARGES) BY PGi TO YOU FOR THE PARTICULAR SERVICE PERFORMED BY PGi DURING THE ONE MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY. In the event some or all of the foregoing limitations in this Section 6 may not be effective in the applicable jurisdiction or to the extent the applicable law mandates a more extensive warranty, the applicable law will prevail over these terms.

**7. Notices.** Notices to you for billing or account management purposes will be addressed to the address provided to PGi. Notifications to PGi shall be addressed to: American Teleconferencing Services, Ltd. d/b/a Premiere Global Services, Attn: Legal Services Department, 2300 Lakeview Parkway, Suite 300, Alpharetta, Georgia 30009 USA. Any notice required or permitted to be given under this Agreement must be written in English and shall be deemed given and effective upon delivery if sent by personal delivery or by facsimile transmission (with confirmation of successful delivery), two (2) days after deposit with a nationally-recognized overnight delivery service or five (5) days after posting if sent by certified United States mail, return receipt requested, with postage pre-paid and addressed as above-provided or to such other addresses as may be designated by notice from one party to the other. You hereby grant PGi express consent to contact all individual account holders and moderators to communicate information regarding PGi’s services and products, including without limitation, upgrades, enhancements, end-of-life, modifications and/or other feature changes. Without limiting the foregoing, you grant PGi express consent to periodically contact you and/or to forward to the e-mail address(es) related to your account on file information regarding PGi’s services and products, including without limitation, upgrades, enhancements, end-of-life, modifications and/or other feature changes and/or various promotional and advertising materials regarding other PGi’s products, services, marketing plan and other business related items.

**8. Miscellaneous.** This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. Captions/headings are for convenience only and not to be used in construing this Agreement. If any provision herein is held by a court to be illegal, invalid or unenforceable, the remaining terms shall not be affected or impaired thereby, and the illegal, invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk. Any failure by a party to comply with this Agreement may be waived by the other party, but any such waiver must be in writing signed by the waiving party and will not be deemed a waiver of any subsequent failures or of any other obligations, agreements or conditions contained herein. The parties’ relationship to each other shall be that of independent contractors. Neither party shall or shall be deemed to be an agent, employee, partner of, or joint venturer with the other party. Each party enters into this Agreement solely for its own benefit and purpose, and except for PGi’s suppliers, this Agreement in no way confers any rights upon, or imposes obligations on either of the parties toward, any third party, including but not limited to any recipient of content transmitted through the Services. This Agreement shall be binding upon and inure to the benefit of the parties' successors, legal representatives and authorized assigns. PGi may assign its rights and obligations under this Agreement to an entity that either now or in the future controls, is controlled by or is under common control with PGi or as a consequence of merger, acquisition, change of control or asset sale. You may not assign your rights and obligations under this Agreement without PGi’s written consent. All sections in this Agreement intended to survive any cancellation, termination, expiration or suspension of this Agreement will so survive. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia applicable to agreements made and to be performed therein, without regard to any conflicts or choice of law rules. The parties agree to submit to the exclusive jurisdiction of Fulton County, Georgia to resolve any disputes arising hereunder. The English language version of this Agreement controls. Agreements provided in languages other than English are provided for ease of reference only. If you are in Canada, it is the express wish of both parties that this Agreement, and any associated documentation, be written and signed in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

**9. Entire Agreement.** This Agreement, including all Schedules attached hereto, constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof, and supercedes any previous proposals, negotiations, agreements or arrangements, whether verbal or written made between the parties with respect to such subject matter. There are no other verbal agreements, representations, warranties, undertakings or other agreements between the parties. If you require use of a non-PGi-form purchase order in connection with any of the Services to be performed hereunder, you hereby acknowledge and agree that to the extent such purchase order contains any pre-printed or other terms and conditions, such terms and conditions, whether in addition to or in conflict with this Agreement, shall have no effect whatsoever and this Agreement shall govern the relationship between PGi and you. Without limiting any other rights in this Agreement, PGi may amend at any time the provisions of this Agreement by, at PGi’s election: (i) delivering revised terms and conditions (“Amended Terms”) to you at the address, fax or e-mail address provided herein (such delivery may be included in invoices for the Services delivered to you); or (ii) by other reasonable means as permitted by applicable laws. All Amended Terms shall automatically be effective the earlier of: (i) the date indicated on the delivery notice or (ii) your next billing cycle following delivery to you. BY USING THE SERVICES AFTER DELIVERY OF AMENDED TERMS, YOU WILL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY SUCH AMENDED TERMS. No such amendment by PGi shall serve to constitute a default or termination by PGi of this Agreement, nor shall such amendment serve to be a basis for your termination of this Agreement. Except as otherwise provided in this Agreement or any Schedule hereto, this Agreement may only be amended or modified, in whole or in part, by a written instrument signed by the parties to this Agreement.

***Schedules of Additional Terms of Service***

In addition to the above terms and conditions, by using any of the following Services (including any trial or promotional/free use): iMeet/GlobalMeet/Agenday, you shall be deemed to have agreed to such Services’ applicable Additional Terms of Service. PRIOR TO USING ANY SUCH SERVICES, YOU AGREE (i) TO BE SOLELY RESPONSIBLE FOR REGULARLY REVIEWING PGi’s ADDITIONAL TERMS OF SERVICE, WHICH ARE AVAILABLE ON PGi’S WEBSITE, VIA THE LINKS BELOW, AND/OR UPON REQUEST FROM PGi SALES REPRESENTATIVES, AND (ii) TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO SUCH TERMS. In the event of a conflict between any terms herein and in any Schedule, the terms of the Schedule for the particular service shall control.

Schedule of Additional Terms of Service for Licensed Services – iMeet®/GlobalMeet®/AgendayTM

***Schedule of Additional Terms of Service for Licensed Services - iMeet/GlobalMeet/Agenday***

By using the Licensed Services (as below defined, including any trial or promotional/free use), you agree to the following Additional Terms of Service for Licensed Services - iMeet/GlobalMeet/Agenday.

**Subscription Fee.** You will pay PGi a subscription fee (“Subscription Fee”) per Named User (as below defined) in addition to any additional fees or charges for use of iMeet, GlobalMeet and/or Agenday service (each a “Licensed Service” and, collectively, the “Licensed Services”), including without limitation any overages fees and per-minute fees (including dial out and local access per minute rates) and other fee or charge associated with use of the Licensed Services provided and not otherwise designated as specifically and expressly waived pursuant to an applicable promotional offer. For the purposes hereof, a “Named User” is an individual designated and identified by you as an organizer/administrator who is authorized to schedule conferences using the Licensed Services. You will be billed for and you shall pay all invoices, in their entirety, for each applicable period during the term of this Agreement. All Subscription Fees are prepaid and non-refundable, and audio minutes not included in subscription plans are billed in arrears, with payments due within thirty (30) days after the date of invoices; provided, you may pay your Subscription Fees in monthly installments for the number of Named Users provided, beginning as of the Service Commencement Date, subject to and conditioned upon: (i) PGi expressly agreeing to such installment payments in a written Schedule; (ii) you being and remaining current on all fees and charges to PGi; and (iii) in the event you are delinquent in payment at any time for such installment payments, PGi may immediately terminate the monthly installments and the remainder of the Subscription Fee(s) per the applicable Schedule shall be paid in full by you. **For the avoidance of doubt, you are not and will not be entitled to any partial month billing or credits or refunds of any kind, including without limitation in the event you elect to not use the Licensed Services during any billing period. You further acknowledge and agree that PGi reserves the right to change pricing or modify or discontinue any or all of Licensed Services and any related Dial-In numbers or other methods of access at any time for any reason, without notice. Without limiting the foregoing, PGi reserves the right, in its sole discretion, to change or institute new or additional charges and/or fees for access to or use of Licensed Services (including for ancillary services, new or additional features and/or “APPS”) at any time as provided in this agreement.**

**Increasing Named Users.** For so long as PGi supports such selections, you may increase your number of Named Users, at any time, by submitting your selections on your account page (“Account Page”). All selections for increases in Named Users by you will become an integral part of this Agreement, increase your Total Subscription Fee and be subject to automatic renewal. You will be billed for such increase in Named Users, beginning as of the date of selection. For the avoidance of doubt, all selections and resulting Named Users shall be subject to PGi’s terms and conditions, including without limitation, these Terms of Service for use of the Licensed Services, you are fully responsible and liable for any and all selections made on Account Page, submission of selections to PGi using Account Page will be deemed your signature and authorization for such orders, and PGi has no obligation to investigate or confirm whether the party submitting an order via Account Page has authority to bind you.

**Upgrades.** Where permitted by PGi, at its sole discretion and subject to you meeting all pre-conditions identified or communicated to you for the upgrade offer to you, you may upgrade subscription plans for Licensed Services. You are and shall remain responsible for all fees and charges due and incurred for Licensed Services provided under an existing subscription plan through the upgrade effective date and you are not and will not be entitled to any partial months’ credits or refunds of any kind as a result of the upgrade. After any upgrade effective date, you shall be responsible for the increased fees and charges associated with the upgrade, including without limitation any new and/or additional charges associated therewith, which may include without limitation, for any overages. For the avoidance of doubt, nothing herein shall be deemed to require PGi to permit and/or allow any upgrades.

**Termination*.*** In the event of any termination, you remain responsible for any and all fees and charges due and incurred through the termination effective date. Subscription Fees are prepaid (unless PGi has agreed to installment payments to the extent and pursuant to the conditions above-provided) and non-refundable. You will not be entitled to any partial month credits or refunds of Subscription Fees, including without limitation any installment payments, of any kind. For the avoidance of doubt, PGi has the right, at all times and in addition to all other termination rights permitted by this Agreement, to terminate the Licensed Services and/or this Agreement for its convenience and without liability by providing at least sixty (60) days’ prior written notice (invoice stuffers and emails permitted) to you, with such terminations effective as of the date designated in the applicable termination notice.

**Intellectual Property; Marketing; Images and Links.** You are being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use the Licensed Services, and any software associated with the Licensed Services in accordance with the provisions herein during the Subscription License Term. All other rights are reserved by PGi, and you agree that you shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Licensed Services. You acknowledge and agree that all third-party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through the use of the Licensed Services are the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Such Third-Party Content may be protected by intellectual property rights that are owned by the sponsors or advertisers who provides such Third-Party Content to PGi (or by other individuals or entities on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third-Party Content (either in whole or in part). PGi reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Third-Party Content from the Licensed Services. PGi may also provide tools (but has no obligation) to filter out explicit content, and you understand that by using the Licensed Services, you may be exposed to Third-Party Content that you may find offensive, indecent or objectionable. You use the Licensed Services at your own risk. You understand that by using the Licensed Services with a webcam or other photographic or video device and/or a microphone, you will transmit images and audio to users. You hereby release, discharge and agree to hold harmless PGi, its officers, directors, employees, affiliates and its suppliers from and against any and all claims and demands, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity, arising out of or in connection with any use of the images and/or audio. The Licensed Services may include links to other web sites ("Linked Sites"). You acknowledge and agree that such links are provided for convenience only and do not reflect any endorsement by PGi with respect to the providers of the Linked Sites or the quality, reliability or any other characteristic or feature of the Linked Sites. PGi is not responsible in any manner (including without limitation with respect to any loss, damage or injury you may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or your reliance thereon. **PGi MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES: YOUR** **USE OF ANY LINKED SITE IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THE LINKED SITE AND SOLELY AT YOUR** **OWN RISK.**

**Named Users, Content and Conduct/Use.** To use the Licensed Services, you must be 18 years or older, if an individual, and must complete the sign-up/registration process, which includes, without limitation, providing a valid email address, agreeing to be bound by PGi’s required terms applicable to the use of the Licensed Services and meeting such other requirements as PGi directs. You agree to maintain and update your registration information as required to keep it current, complete and accurate. If PGi discovers that any of your registration information is inaccurate, incomplete or not current, PGi may suspend and/or terminate your right to access and receive the Licensed Services. PGi further retains the right to reject a registration application in its sole discretion and without a requirement to provide a reason. Without limiting the foregoing, PGi may refuse the Licensed Services to any individual or entity who has cancelled any number of previous accounts. Only Named Users (as below defined) may schedule conferences using the Licensed Services, and there may be only one user/employee assigned to any Named User licenses to be used in connection with the Licensed Services. For the avoidance of doubt, Named User licenses cannot be shared among multiple individuals and separate Named User licenses must be purchased for each individual. Named Users may only include up to the total number of Maximum Meeting Participants in any single conference. For the purposes of this provision and the Licensed Services, “Maximum Meeting Participants” means the maximum number of meeting participants, including the Named User, that may be in a conference using the Licensed Services at the same time as designated by PGi. Only one conference using the Licensed Services may occur at any given time (i.e. no concurrent meetings) per licensed Named User. Named Users may not combine with other Named Users or otherwise expand a conference using the Licensed Services scheduled by a Named User to allow more than the Maximum Meeting Participants. For each conference using the Licensed Services scheduled by a Named User, the Named User must (1) initiate or schedule the conference; (2) host the conference by entering as a presenter; and (3) act as an organizer of the conference through use of their organizer identification. You are at all times responsible for monitoring and maintaining the use of the Named User licenses within the forgoing parameters, and you shall indemnify PGi in the event a claim is brought or damages are incurred due to a Named User’s or your misuse of the Named User license. A Named User designation may not be transferred to another employee except upon (a) termination of the Named User’s employment with you, or (b) in all other instances, PGi’s express prior written approval. You acknowledge that PGi has no control over the content of information transmitted by you through the Licensed Services (whether visual, written or audible) and that PGi does not examine the use to which you put the Licensed Services or the nature of the information you or your users send or receive. You acknowledge and agree that PGi shall have no liability for the deletion or failure to store any information, content or data transmitted using the Licensed Services. Further, you expressly agree: (i) to comply with all applicable foreign, federal, state/provincial and local laws relating to use of the Licensed Services under this Agreement (including without limitation, export and control laws and regulations); (ii) not to upload, post, email or otherwise transmit content through use of the Licensed Services that (1) infringes any third-party intellectual property or other proprietary rights or rights of publicity or privacy; (2) is unlawful, threatening, abusive, harassing, tortuous, libelous, defamatory, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene, hateful or discriminatory or otherwise contains objectionable material of any kind or nature; (3) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (4) is profane, indecent, obscene, harmful to minors or child pornographic; (5) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; (6) that includes any unsolicited or unauthorized advertising or marketing; or (7) is materially false, misleading or inaccurate or that you do not have the right to transmit under any law or under contractual or fiduciary relationships; (iii) not to: (1) impersonate any person or entity, falsely or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded, posted, emailed or otherwise transmitted; (2) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (3) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Licensed Services any directory of other users or usage information or any portion thereof other than in the context of your use of the Licensed Services; (4) reproduce, duplicate, copy, sell, trade or resell the Licensed Services for any purpose, including you may not act as a service bureau for the Licensed Services or rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Licensed Services; (5) use or exploit any portion of the Licensed Services to provide commercial services to third parties or otherwise generate income from the Licensed Services or use the services for the development, production or marketing of a service or product substantially similar to the Licensed Services; (6) interfere with, damage, disable, overburden, impair or disrupt hardware, software or networks connected to the Licensed Services, or any other users of the Licensed Services, or violate the regulations, policies or procedures of any networks; (7) attempt to gain unauthorized access to the Licensed Services, other accounts, computer systems or networks connected to the Licensed Services, through password mining or any other means; (8) reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Licensed Services or associated software; or (9) use the Licensed Services for illegal purposes (including without limitation, gambling or betting); and (iv) you are solely responsible for any and all activities that may occur under your account and to maintain the confidentiality and security of any Host ID, access numbers, keys and passwords/passcodes. You agree to notify PGi immediately if there has been an unauthorized use of any Host ID and/or any access numbers, keys and/or passwords/passcodes or any other breach of security, and you shall be liable for fraudulent charges until such time as you have notified PGi to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. You acknowledge that PGi may from time to time monitor for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, PGi may disclose information about your use of Licensed Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.