

TERMS OF USE

By utilizing Consolidated Communications Enterprise Service's audio and/or data conferencing, you acknowledge having read and accepted the terms and conditions outlined within the "TERMS OF USE". If you do not agree with these TERMS OF USE, do not use or access the account information provided to you or any of the conferencing services.

Consolidated Communications Enterprise Services (herein referred to as "CCES", "we" or "our") may make future modifications or additions to these TERMS OF USE without notice. Your subsequent use of CCES's conferencing service (herein referred to as "Services") will constitute your agreement to these modifications. You represent and warrant that you are being duly authorized to commit the entity on behalf of which you are acting.

1. CONFERENCE SERVICES

These TERMS OF USE describe the terms, conditions, restrictions, and other rules governing your use of the Services. The Services include conference bridging, telephony systems, software products and server access which are necessary to use the Services and may include associated software components, media, printed materials and "online" or electronic documentation. There may be additional terms and conditions governing your use of the Services, as you may have agreed upon with CCES. All applicable terms and conditions are to be interpreted so that all of the provisions are given as full effect as possible. Your utilization of the Services and our collection and use of your personal information is also subject to the terms and conditions of our **privacy policy**. Please review the applicable privacy policy on the main page of our website.

2. INTELLECTUAL PROPERTY RIGHTS

The Services contain valuable and reserved technologies, software, confidential information, trade secrets, patents, and other intellectual property rights. CCES and/or its suppliers, as applicable, retain all rights, titles and interests, including all related intellectual property rights in the Services and or displayed with the Services, as well as in all other associated elements, subsequent updates and improvements. Subject to these Terms of Use, we grant you a non-exclusive, non-transferable right to use the Services. You acknowledge this Service is not a sale and does not convey to you any rights of ownership in or related to the Services or the intellectual property rights owned by CCES and/or its suppliers.

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

CCES and/or its suppliers, as applicable, retain ownership of all trademarks, logos, names used in or displayed by the Services.

3. PAYMENT AND PRICING

CCES applies charges for your use of Services at the applicable retail rates available on our website or by your local customer account representative. Charges are applied per minute of use for both audio and data conferencing, per attendee to each service. All minutes of use are rounded to the next nearest full minute increment. Applicable taxes and surcharges, as mandated by local, state and federal entities, may also apply to the Services and will be detailed on your monthly invoice. Charges for both the Services and taxes and surcharges will appear on your monthly statement from Consolidated Communications. You agree that the Services provided may be discontinued if payment in-full is not received by us prior to the stated due date.

4. CONDITIONS OF USE

Use of the Services. CCES does not operate, control or endorse any information, products or services on the Internet in any way, except for information, products, or services clearly identified as being supplied by us. You assume responsibility for implementing procedures to satisfy your requirements for virus protection, accuracy of data input and output and for maintaining a means external to the Services for reconstruction of any lost data you may have outputted or downloaded. You assume total responsibility and risk for your use of the Services.

Communication and content. You agree that you are solely responsible for the content of your communications. You agree that you will not use the Services to send unsolicited mass mailings, or to communicate any message or material that is illegal, unlawful or is otherwise violating the intellectual property rights of any party, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable laws or regulations. Although we are not responsible for any such communications, we may delete any such content of which we become aware, at any time without notice.

Content and Indemnity. We shall not be responsible for the content of any communications made through use of the Services, nor for obtaining any necessary consents of copyright holders, music licensing organizations, performers' representatives or other parties for necessary authorizations or consents with respect to transmission contents ("Consents"). You agree to indemnify, defend and hold harmless us from and against any claim or any court action, suit or similar proceeding (whether civil or criminal, private or public) arising out of or related to (i) transmission contents (including but not limited to claims, actual or alleged, relating to any violation of copyright law, failure to procure Consents, or that such transmission contents are unauthorized or illegal); (ii) content of a conference, and the production, reproduction, sale circulation and use of any conference summaries and any documentation supplied by you for distribution, publication or broadcast to others; provided, however that we promptly notify you of any such claim or action.

User Account, Reference Number and PIN Code(s). The Services may require you to open an account, and/or complete a registration form. If you are assigned a Reference Number and PIN(s), you are responsible for maintaining the confidentiality of this information. You are responsible for any and all activities that may occur under your account and you agree to notify us immediately if there has been an unauthorized use of your account or any other breach of security. We are not liable for any loss that you may incur as a result of someone else using your Reference Number and PIN(s), either with or without your knowledge or consent.

Accuracy of Information. We take all reasonable attempts to maintain the accuracy of information contained on our website, user's guides or other reference materials; however these could contain technical inaccuracies or other errors. We do not warrant the accuracy of information obtained from these but we will take reasonable measures to correct errors or inaccuracies upon notice.

Use of Internet; Links to Third Party Sites. The Services or portion thereof can be accessible via the Internet. As the Internet is entirely independent of us, our affiliates, subsidiaries or agents, we are not liable to you in any way for the acts or omissions of other providers of telecommunications or Internet services or for faults in or failures of their equipment. You assume total responsibility and risk for your use of the Internet. The links contained in our web pages, account confirmation, user's guides or other reference materials may direct you to other websites. We have neither control, nor any responsibility for the contents of any linked sites, or any changes or updates to such sites. We provide these links to you only as a convenience, and without any implied endorsement or recommendation by us.

5. LIMITED WARRANTIES AND LIABILITY

Disclaimer of Warranties. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU OR TO THIRD PARTIES RESULTING FROM YOUR USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THESE SERVICES REMAINS WITH YOU. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR THE INTERNET GENERALLY.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, SUPPLIERS AND PARTNERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF WE, OUR AFFILIATES, SUPPLIERS OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, OURS, OUR AFFILIATES, SUPPLIERS AND PARTNERS MAXIMUM LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED ANY AMOUNT ACTUALLY REALIZED BY US (LESS ANY PAYMENTS TO YOU) DURING THE MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY.

6. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us, our officers, directors, employees, officials, suppliers, licensors, agents, and any third party information providers to the Services from and against all damages, losses, expenses and costs, including reasonable attorneys' fees, arising from your violation of these Terms of Use, your use of our Services, your infringement, or infringement by any other user of your account, or any other right of any person or entity.

7. TERM AND TERMINATION

This Agreement remains in effect until terminated by either party, with or without notice at any time, for any reason. From the date of termination, for whatever reason, you will immediately (i) cease to use the Services; (ii) delete or uninstall, as applicable, any Software supplied by CCES; (iii) pay all outstanding sums owed to us according to the applicable terms of payment. The following provisions shall survive any termination: intellectual property rights; conditions of use, limited warranties and liability, miscellaneous.

8. GENERAL PROVISIONS

We may assign our rights and duties under this Agreement to any party at any time without notice to you. If any of the provisions herein are deemed invalid, that provision will be deemed severable and will not affect the validity and enforceability of any remaining conditions. The headings used are for reference only and will not be considered in construing these Terms of Use. Unless otherwise agreed, these Terms of Use embodies the entire agreement between us. Any and all our rights and remedies upon your breach or other default under these Terms of Use will be deemed cumulative and not exclusive of any other right or remedy conferred by these Terms of Use or by law or equity on us, and the exercise of any one remedy will not preclude the exercise of any other.