

**TERMS OF USE**  
**IMPORTANT NOTICE – READ CAREFULLY**

YOU ARE INVITED TO SAVE AND/OR TO PRINT THESE TERMS OF USE IN ORDER TO KEEP A COPY FOR FUTURE REFERENCE. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCEPTANCE.

**By accessing to Genesys Conferencing websites, ordering or using Genesys Conferencing Services, You (“the Customer”) acknowledge having read and accepted, without reservation, to be bound by these Terms of Use (“the Agreement”). If you do not agree with these Terms of Use, do not use or access our websites and the Services.**

Genesys SA and all its affiliates (hereinafter designated as “We” or “Genesys Conferencing”) may make future changes or modifications to these Terms of Use at any time without notice. Your subsequent access to this website or use of the Services will constitute your agreement to any changes and modifications and to the most recent version of these Terms.

You represent and warrant that you are being duly authorized to commit the entity on behalf of which you are acting. These Terms of Use are intended for the exclusive use of professionals.

## **1. SERVICES**

These Terms of Use set out the terms and conditions for your access to Genesys Conferencing websites and use of the Genesys Conferencing services and software products (“the Services”). The Services incorporate Genesys Conferencing software products 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 Genesys Conferencing. All applicable terms and conditions are to be interpreted so that all of the provisions are given as full effect as possible. Your access to our websites, your use 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 subsequent section in our website.

## **2. INTELLECTUAL PROPERTY RIGHTS**

**Ownership - Grant of License.** The Services contain valuable and reserved technologies, software, confidential information, trade secrets, patents, and other intellectual property rights. Genesys Conferencing 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, worldwide right to use the Services and a limited right to use and install one copy of required Software, in machine-readable format only. A single user can be granted several licenses at no additional costs, one per computer. We have no obligation to provide you with, and this license does not entitle you to receive, any hard-copy documentation or other printed materials, technical support services, telephone assistance or modifications, enhancements or supplements to the Services. You acknowledge this license 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 Genesys Conferencing and/or its suppliers.

**License Restrictions.** 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 us against any loss related to your failure to conform to the requirements of this Section.

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**Export restrictions.** The Services or portion thereof may be subject to the export control laws regulations of the United States and of the European Union. You will not export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export laws or regulations.

## **3. PAYMENT AND PRICING**

Genesys Conferencing may charge you for the use of Services at the applicable rates available by your local customer representative. Prices and payment terms may be modified at our discretion, at any time and from time to time or as per the applicable agreement between us. We strongly urge you to read the most current version of the pricing schedules, as you will be charged accordingly and as certain services may incur additional fees.

## **4. CONDITIONS OF USE**

**Use of the Services.** We do 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.

**Member Account, Password and Security.** The Services may require you to open an account, and/or complete a registration form. If you are assigned a password and user name, or asked to choose a password and user name, you are responsible for maintaining the confidentiality of your password and account. 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 password or account, either with or without your knowledge.

**Accuracy of Information.** We take all reasonable attempts to maintain the accuracy of information contained on our website, however could contain technical inaccuracies or other errors. We do not warrant the accuracy of information obtained from the Site 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 will allow you to leave our website. 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. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

**General 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.

## 6. 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 Genesys; (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.

## 7. MISCELLANEOUS

**Publicity and Release.** We may use your name or logo on our website or in marketing materials relating to the Services. With your prior review and approval, which will not be unreasonably withheld, we may issue a press release announcing your use of our Services.

**Applicable law – Competent Court.** The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. (i) If Customer is incorporated or registered in Europe, the Middle East or Africa, this Agreement shall be governed by and construed in accordance with the laws of France. The Parties hereby agree to submit to the exclusive jurisdiction of the competent Court in Montpellier, France any dispute or claim arising out of or relating to this Agreement or any Services provided by Genesys Conferencing. (ii) If Customer is incorporated or registered in Asia or Pacific region, this Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties hereby agree to submit to the exclusive jurisdiction of the competent Court in Singapore, any dispute or claim arising out of or relating to this Agreement or any Services provided by Genesys Conferencing. (iii) If Customer is incorporated or registered in USA or in any other region, this Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, USA. The Parties hereby agree to submit to the exclusive jurisdiction of the competent Court of the State of Virginia, USA, any dispute or claim arising out of or relating to this Agreement or any Services provided by Genesys Conferencing.

**General Provisions.** We may assign our rights and duties under this Agreement to any party at any time without notice to you.

This Agreement has been prepared in the English language and such version shall prevail in all respects. Any non-English version of this Agreement is for accommodation purposes only. 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.