

Terms of Use

IMPORTANT- READ CAREFULLY: THE USE OF THIS WEBSITE AND THE SERVICES ARE CONDITIONED UPON COMPLIANCE AND ACCEPTANCE OF THIS AGREEMENT.

THIS AGREEMENT IS BETWEEN THE INDIVIDUAL OR LEGAL ENTITY USING, PURCHASING OR OPENING AN ACCOUNT FOR SERVICES ("USER") AND GENESYS ("GENESYS").

"CUSTOMER" MEANS THE INDIVIDUAL OR LEGAL ENTITY USING, PURCHASING OR OPENING AN ACCOUNT FOR SERVICES AND "PARTICIPANT" MEANS ANY PERSON DESIGNATED BY CUSTOMER WHO ORGANIZE, MANAGES OR ATTENDS A CONFERENCE, UNDER CUSTOMER'S RESPONSIBILITY, IRRESPECTIVE OF WHETHER SUCH PERSON HAS A RELATIONSHIP WITH CUSTOMER. CUSTOMER AND PARTICIPANT ARE COLLECTIVELY REFERRED AS "USER"

BY INSTALLING, ACCESSING, OR OTHERWISE USING SERVICES, USER AGREES TO BE BOUND BY THIS AGREEMENT. IF USER DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICES. USER IS ENCOURAGED TO PRINT OR DOWNLOAD THESE TERMS AND CONDITIONS AND SAVE THEM FOR USER'S RECORDS.

SERVICE DESCRIPTION

This Agreement governs the purchase and use of audio, video and web conferencing services and related products and services of Genesys ("Genesys Services") and its third party suppliers ("Third Party Services") (the Genesys Services and Third Party Services are referred to collectively as the "Services"). Genesys may alter, expand, or reduce the features of the Services from time to time without notice to User. User agrees that Genesys obligation to provide Services is conditioned upon User providing all information and assistance reasonably required to perform the Services and User hereby agrees to timely provide all such information and assistance. Genesys reserves the right to reclaim any dial-in numbers at any time. User acknowledges that not all Services can be guaranteed from all locations including, but not limited to via mobile telephones, pay phones or satellite phones due to various in-country, carrier or other restrictions.

TERM AND TERMINATION

Term

The Term of this Agreement or any Order Form shall remain in effect until terminated in accordance with the provisions of this Agreement (the "Term").

Termination of the Agreement

Either User or Genesys may terminate this Agreement at any time for convenience upon written notice to the other party; provided that the term of each Order Form, if any, shall be governed by such Order Form and shall continue for the term of the Order Form notwithstanding any termination of this Agreement. The termination of any Order Form shall not otherwise effect the Term of this Agreement or any other Order Form.

Termination for Cause

This Agreement or any Order Form may be terminated by the non breaching party upon a material breach by the other party of a material provision of this Agreement or the relevant Order Form and such breach is not cured within sixty (60) days after written notice or within ten (10) days after written notice if the breach is a payment breach.

Effect of Termination

The termination of any Order Form shall not otherwise affect the Term of this Agreement or any other Order Form. If Customer terminates any Order Form for cause: (a) Customer will pay for all Services rendered up to the date of termination; (b), Genesys will reimburse Customer for any amounts prepaid by Customer for Services not rendered; and (c) Customer shall be relieved of any future payments due under such Order Form. Otherwise, upon any termination of this Agreement or any Order Form, Customer shall pay for: (a) all Services rendered up to the date of termination; and (b) any minimum shortfall or future amounts due under this Agreement and any Order Form including the current renewal thereof, if applicable. All use of Services after termination shall be billed at standard rates.

PAYMENTS, RATES, CHARGES AND TAXES

Payments and Charges

Genesys will invoice Customer electronically free of charge or via paper invoice for a fee. Customer agrees to make payment for all Services upon receipt of invoice, or such later date if specified on the invoice, to the location and in the manner directed on the invoice. Invoices not paid on a timely basis will be subject to interest or late fees in accordance with the Genesys finance policy applicable to Customer's location or the maximum legally allowable interest rate, whichever is lower. Customer may obtain the finance policy applicable to Customer's location by contacting legal@genesys.com. Customer must notify Genesys of any disputed charges within thirty (30) days from the date of the invoice, otherwise Customer will be deemed to agree to such charges and Genesys will not be subject to making adjustments to charges or invoices. Customer acknowledges and agrees, that: (1) unless indicated otherwise, Services are charged by multiplying all inbound or outbound legs of all conferences by the applicable per minute rate; (2) Service rates specifically negotiated by Customer and agreed to by Genesys as indicated on Genesys' invoices to Customer shall be deemed

"Negotiated Rates;" (3) Services that are not subject to Negotiated Rates, including conference legs to or from a location outside the host country and all taxes, fees, and surcharges, will be charged at Genesys' standard rates ("Standard Rates"); (4) Customer may obtain Genesys' Standard Rates through Customer's sales or account representative or in some cases through Customer's web account.

Price Changes

PRICE CHANGES: CUSTOMER ACKNOWLEDGES AND AGREES THAT STANDARD RATES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT GENESYS PROVIDING SPECIFIC NOTICE TO CUSTOMER BY GENESYS POSTING NEW STANDARD RATES. CUSTOMER THEREFORE AGREES TO CHECK GENESYS' STANDARD RATES FROM TIME TO TIME AND IN EACH CASE PRIOR TO USING ANY SERVICES SUBJECT TO STANDARD RATES. NEGOTIATED RATES ARE SUBJECT TO CHANGE AT ANY TIME ON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO CUSTOMER. CUSTOMER AGREES THAT EITHER OR BOTH OF NEGOTIATED RATES AND STANDARD RATES MAY BE INCREASED BY GENESYS BY 15% EACH YEAR WITHOUT PRIOR NOTICE TO CUSTOMER. IN LIGHT OF THE PRICE CHANGING POLICIES HEREIN, CUSTOMER THEREFORE AGREES TO CAREFULLY REVIEW EACH INVOICE PRIOR TO MAKING PAYMENT AND TO NOTIFY GENESYS OF ANY RATE DISPUTES WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE, OTHERWISE CUSTOMER WILL BE DEEMED TO AGREE TO SUCH RATES AND TO HAVE WAIVED ANY RIGHTS TO DISPUTE THEM IF NOT RAISED WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE.

NOTWITHSTANDING THE PRECEDING, EFFECTIVE JULY 15, 2009 (THE "REVISED PRICING DATE"), CUSTOMERS PREVIOUSLY SUBJECT TO COMBINED (AUDIO AND WEB) MULTIMEDIA PRICING WHO HAVE NOT USED THE WEB FUNCTIONALITY OF THE SERVICE IN THE PREVIOUS TWELVE MONTHS SHALL NO LONGER RECEIVE COMBINED MULTIMEDIA PRICING. ON AND AFTER THE REVISED PRICING DATE, SUCH CUSTOMERS SHALL INCUR ADDITIONAL CHARGES FOR USE OF THE WEB FUNCTIONALITY OF THE SERVICES. PLEASE CONTACT OUR CUSTOMER SERVICES AT +44(1)02082884433 OR CONTACT YOUR GENESYS SALES REPRESENTATIVE FOR INFORMATION RELATED TO WEB PRICING.

Unpaid Charges

In the event charges due are not timely paid in full for any reason, Genesys shall have the right to suspend all or any portion of the Services until such time as all charges and applicable interest amounts and/or late fees have been paid. In addition, if any outstanding invoice has not been paid in full within 60 days of the date due, Genesys may (i) increase the per minute or per use charge for any service by up to 15% beginning with Customer's usage on the 61st day in which the invoice was due; and (ii) charges and features that may have been waived in the past will no longer be waived, both of which may be done without any further notice. The new rates, if applied by Genesys, will continue in affect until a written agreement expressly lowering such rate is executed by an authorized representative of each party. This rate increase is in addition to any and all other rate increases allowed pursuant to these terms and conditions. Following such payment, Genesys may reinstate Services only upon satisfactory assurance of Customer's ability to pay for Services, including modified payment terms such as prepayment and/or accelerated invoicing. Such suspension shall not relieve Customer of any payment liability. Customer agrees to reimburse Genesys for any costs, expenses, or fees expended by Genesys in connection with any collection efforts against Customer, including reasonable internal and outside attorneys' fees.

Taxes, Fees and Surcharges

In addition to the rates for the Services, Customer shall pay all applicable fees, duties, tolls, administrative assessments, surcharges, or taxes now or hereafter attributable to the Services and included on Customer's invoice.

CONDITIONS OF USE

License

Subject to User's compliance with the terms and conditions of this Agreement, Genesys hereby grants User a non-exclusive, non-transferable, worldwide license to use the Services during the applicable Term. Genesys will have no obligation to provide User with, and this license does not entitle User to receive, any hard-copy documentation or other printed materials, technical support services, telephone assistance or modifications, enhancements or supplements to the Services. Except as specifically set forth herein, Genesys or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. User agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. User agrees that use of Third Party Services is subject to the license agreement of such third party supplier. Named user licenses cannot be shared among multiple individuals and separate named user licenses must be purchased for each individual. User is responsible for monitoring and maintaining its use accordingly. Other than using the Services for conferences or meetings in which User are an active participant, User may not resell the Services or otherwise generate income from the Services.

Responsibility for Customer's Accounts

Customer is responsible for maintaining the confidentiality of Customer's accounts, owner numbers, conference codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with Customer's accounts whether or not authorized by Customer. Genesys does not sell products or services for children. User will not allow children under 18 to use the Services without the involvement of a parent or guardian. User agrees to immediately notify Genesys of any unauthorized use of User's account of which User become aware.

Responsibility for Communications

Customer is the sole owner of content and solely responsible for the content of all communications (visual, written or audible) using Customer's accounts. User shall comply with all laws while using the Services; shall not transmit any communication that violates any law, court order, or regulation; shall not violate any third party rights in using the Services; and shall not use the Services in any way that damages Genesys' property or interferes with or disrupts Genesys' system or other users. Although Genesys is not responsible for any such communications, Genesys may suspend any such communications of which Genesys is made aware. Use of conference recording or taping any use of the Services by User may subject User to laws or regulations and User is solely responsible for and obligated to provide any required notification to participants prior to commencement of said conference. User acknowledges and agrees that Genesys has not and is not expected to provide User with any analysis, interpretation or advice regarding User's compliance with the above and does not control User's content nor guarantee the accuracy, integrity, security or quality of User's content.

Privacy and Data Use

The information Genesys holds about User will be used to provide the Services and for identification, account administration, analysis and fraud/loss prevention purposes. Each party will comply with all applicable personal data protection and privacy laws where such party is located (the "Data Protection Laws"). The parties acknowledge and agree that: (i) Genesys may have access to personal data under the Data Protection Laws and will: (a) use it solely for the purpose of providing the Services; (b) process it only in accordance with User's instructions; and (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it; (ii) personal data may be processed by Genesys and its affiliates throughout the world; and (iii) User is the data controller and retains full responsibility for the data processed on its behalf by Genesys acting as data processor. More details about how that information is used can be found in Genesys' privacy policy which governs User's visit to Genesys' Website and use of the Services. Copies are also available from us by post, by contacting customer service.

Message delivery Services

If User uses Services to send fax, email, phone, text, SMS, or other messages ("Messages") to any recipients (the "Recipients") as a condition for using such Services, User represents and warrants that a) that User will not make any automated outdials to induce the purchase of goods or services or to solicit a charitable contribution; and (b) User has the legal right to send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations including those with respect to timing, content, do not call lists. User further acknowledges that User is the sender of all Messages and Genesys is acting at User's direction as the broadcaster of the Messages. Genesys does not provide content and User shall be solely responsible for all content of the Messages and for providing any list of names, numbers or addresses for Genesys to utilize in sending Messages.

Export and Import Control Laws and Regulations

User acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Services and any related software. Without limiting the foregoing, User acknowledges that the Services and any related software are or may be an "encryption item" subject to controls under the Export Administration Regulations promulgated by the U.S. Department of Commerce. User agrees not to export or re-export the Services or any related software in any form in violation of the export laws of the United States or any foreign jurisdiction.

LIMITED WARRANTIES AND LIABILITY

Limited Warranty

ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. USER UNDERSTANDS AND AGREES THAT GENESYS' SERVICES AND THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE". GENESYS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. GENESYS MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH GENESYS' SERVICES OR WEBSITES, OR THAT THE SERVICES WILL MEET ANY OF USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND WEBSITE ARE AT USER'S SOLE RISK. GENESYS IS NOT LIABLE FOR ACTS OR OMISSIONS OF OTHER SERVICE PROVIDERS, FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND GENESYS' REASONABLE CONTROL.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GENESYS, OR ITS SUPPLIERS OR THEIR AFFILIATES, BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER ARISING OUT OF, OR RESULTING FROM THE SERVICES, THIS AGREEMENT OR ANY ORDER FORM REGARDLESS OF THE LEGAL THEORY OF RECOVERY, EVEN IF GENESYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID, USER AGREES THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY USER IN REASONABLE RELIANCE, UP TO THE LESSER OF THE AMOUNT OF A REFUND OF THE PRICE ACTUALLY PAID FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT,

WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) OR ONE THOUSAND DOLLARS (US\$1,000) (or equivalent in local currency).

Indemnification

Customer shall indemnify, defend and hold Genesys, its suppliers, their affiliates and their officers, directors and employees (the "Genesys' Indemnities") harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, which arise out of or relate to: (1) Customer's use of the Services (including without limitation, any Participant or person accessing the Services using Customer's account); (2) any actual or alleged violation of this Agreement, any Order Form or any applicable law, rule or regulation by Customer or any Participant or person accessing the Services using Customer's account; (3) any actual or alleged infringement or violation by Customer or any Participant or person accessing the Services using Customer's account of any intellectual property or privacy or other right of any person or entity, or (4) any actual or alleged infringement arising from the combination of the Services with any of Customer's products, services, hardware or business process(s).

Enforceability/Waiver

If any part of this Agreement is determined to be invalid or unenforceable, then such 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 risks and the remainder of the Agreement will continue in effect. If any provision(s) is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Genesys' failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless agreed to by Genesys in a non-electronic writing manually signed by a duly authorized representative of Genesys. If there is any law, rule, regulation or policy that causes Genesys to be regulated or that causes the Agreement or Services to be in conflict with such law, rule, regulation or policy, Genesys may terminate or modify the affected Services without liability.

MISCELLANEOUS

Confidentiality

Genesys and User agree to use commercially reasonable efforts to protect from unauthorized disclosure Confidential Information of the other party. Confidential Information shall mean information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and marked as Confidential ("Confidential Information"). The parties agree that Confidential Information may be disclosed to employees, affiliates, suppliers or advisors on a need-to-know basis and who agree to be bound by confidentiality terms and conditions at least as stringent as those herein. This confidentiality obligation shall not apply to any information (i) independently developed by a party, (ii) generally available to the public other than by a party's breach of this Agreement, (iii) already known by a party at time of disclosure to that party, or (iv) rightfully received from a third party without restriction on disclosure or an obligation of confidentiality running directly or indirectly to the other party. Nothing shall prevent or prohibit the receiving party from providing access to Confidential Information as may be required by law, rule or regulation provided that the receiving party gives as much notice as is reasonably practical and provides reasonable assistance to the disclosing party in challenging the disclosure so required by law, rule or regulation. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Information residing on Recipient's backup, disaster recovery or business continuity systems and the obligations hereunder with respect to such Information shall survive until such Information is destroyed.

Governmental Agencies

Use of the Services by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is Genesys, 8420 W. Bryn Mawr Ave., Suite 400, Chicago, IL 60631.

Miscellaneous provisions

Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. User acknowledges that Genesys is an independent contractor, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. This Agreement is for the sole benefit of Genesys and its affiliates and User and is not intended to, nor shall it be construed to, create any right or confer any benefit on any other party. The parties do not intend that this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement. The parties confirm that they wish to have this Agreement written in English only. Les Parties aux présentes confirment leur volonté que cette Convention soit rédigée en langue anglaise seulement. User authorizes Genesys' monitoring including recording of calls for the purposes of quality assurance and User further consent to Genesys' use of automatic dialing equipment to contact User. Genesys' performance of the Services is subject to existing laws and legal process, and nothing contained in this Agreement or any Order Form is in derogation of Genesys' right to comply with governmental, judicial and law enforcement requests or requirements relating to User's use of Genesys' Website, the Services or information provided to or gathered by Genesys with respect to such use. User may not assign this Agreement or any Order Form to any other person or entity without Genesys' prior written approval, but nothing restricts Genesys' ability to assign this Agreement or any Order Form or subcontract the Services hereunder.

Governing Law; Exclusive Forum; Jurisdiction

If User is incorporated or registered in, or if not incorporated or registered, resides in Europe, the Middle East or Africa, this Agreement shall be governed and construed by the laws of England and User irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts sitting in England with respect to any dispute, controversy or claim arising out of or relating to this Agreement or any Services provided by Genesys. If User is incorporated or registered in, or if not incorporated or registered, resides in Asia, Australia, New Zealand or the Indo – Pacific region, this Agreement shall be governed and construed by the laws of Singapore and User irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts sitting in Singapore with respect to any dispute, controversy or claim arising out of or relating to this Agreement or any Services provided by Genesys. If User is incorporated or registered in, or if not incorporated or registered, resides in North, Central or South America or any other region of the world not mentioned above, this Agreement shall be governed and construed by the laws of Nebraska USA and User irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts sitting in Omaha, Nebraska USA with respect to any dispute, controversy or claim arising out of or relating to this Agreement or any Services provided by Genesys. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. User agrees to service of process by mail directed to User's billing address. User waives all defenses including but not limited to sovereign immunity, lack of personal jurisdiction and forum non conveniens and expressly waives any right to bring suit or have any action heard in User's local courts. User agrees that any claim or cause of action arising out of or related to this Agreement must be commenced by User within one (1) year after the cause of action arose.

Force Majeure

Genesys will not be responsible for delays and/or defaults in its performance due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing; acts of terrorism, wars, hostilities, revolutions, riots, civil commotion, national emergency, fire or explosion, flood, force of nature, embargoes, accidents, acts of God, or stability or availability of the Internet, the elements; telecommunication system failure; technology attacks, epidemic; quarantine; viruses; strike; lockouts; disputes with workmen or their labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or request of any governmental authority; or any other cause beyond Genesys' control, whether or not similar to the foregoing.

Entire Agreement

Unless Customer has a valid Service Agreement in place with Genesys (a "Service Agreement"), this Agreement in addition to Order Forms, if any, executed by the parties (each an "Order Form") constitute the entire agreement between Genesys and Customer with respect to the Services and supersedes all prior or contemporaneous communications and proposals, representations, promises, or agreements, whether electronic, oral, or non-electronic, between Genesys and Customer regarding them. In the event of a conflict between this Agreement and either (i) a Service Agreement or (ii) an executed Order Form, the order of precedence shall be the Service Agreement, then the Order Form, then this Agreement. Customer agrees that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that Customer may now or later provide to Genesys, will have no effect and that, except as set forth above, this Agreement is the only contract between Genesys and Customer regarding the Services and may only be amended as set forth herein.. A printed version of this Agreement and of any notice given to Customer in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notices

Notices from Genesys to Customer under this Agreement may be sent by mail, email, fax or other electronic media and will be considered given upon delivery to the physical address, fax number, email address or other contact information provided by Customer for billing or account management purposes. Notices to Genesys must be sent to the address mentioned in Genesys' invoice to Customer with a courtesy copy to 215, rue Samuel Morse, 34967 Montpellier - France, Attn: Legal Department; Fax: +33 4 99 13 27 90; Email: legal@genesys.com. All notices shall be in English.

Modification

Genesys may, at any time, amend the provisions of this Agreement. Any amendment proposed by User may only be accepted by Genesys in a non-electronic writing manually signed by authorized representatives of the parties. Notwithstanding anything in this Section to the contrary, if Genesys posts amended terms on its Website, such terms will automatically become effective ten (10) days after they are posted on the Website. By using the Services after such revised terms are posted, User agrees to be bound by any such amended provisions. Therefore, User agrees to periodically visit the Website to examine the then-current Agreement.

Revised July 2009