

Terms of Use

***Please note that audio recording files are permanently deleted after 90 days unless a storage request has been made (fees may apply).**

SERVICES

a. Chargeable Services: Chargeable Services may include, but are not limited to: (i) Reservationless Conferencing; (ii) Unlimited Conferencing; (iii) Operator-Assisted Conferencing; and (iv) Web Conferencing.

b. Maintenance and Updates: You understand that VoiceText Communications may update the Services at any time, but is under no obligation to inform you of or furnish to you any such updates. Unless otherwise agreed in writing, these Terms of Use do not grant you any right, license or interest in or to any support, maintenance, improvements, modifications, enhancements or updates to the Services or supporting documentation. To the extent that VoiceText Communications supplies any updates to you, such updates will be deemed to be subject to these Terms of Use unless VoiceText Communications indicates otherwise. VoiceText Communications reserves the right to charge additional fees for any future versions of, or updates to, the Services.

PAYMENT

Payments. VoiceText Communications will send you an invoice on or around the 25th of each month for your use of Chargeable Services. Payment is **due upon receipt**. You agree to pay all fees and charges incurred in connection with the services provided (including any applicable taxes) at the rates in effect when the charges were incurred. All fees and charges are nonrefundable. International rates can change without notice. All fees, billing and payment will be in United States dollars only. All payments hereunder are exclusive of all taxes.

At any time, we may require a deposit or other form of advance payment prior to providing or continuing to provide Service based on our evaluation of your credit. We may terminate Services immediately if you fail to make payments on time. Unless we otherwise agree in writing, we may adjust our fees at any time.

New Accounts and Increase in Service. At least one full month's payment is required on all monthly unlimited Services. During the first month of a new account, the Service is billed in full whereas the second month is prorated in order to resume all future billing on the first of the month. For current accounts, the increase in service is prorated and the next month must be paid in full before any decreases to the account can be made.

Credit Cards. If you are paying for Chargeable Services by credit or debit card, VoiceText Communications will automatically bill your card each month without further authorization from you. As a condition to your right to use the Service, you must provide us with a valid credit card number belonging to you with available credit sufficient to pay the applicable Service Fees. You must promptly notify VoiceText Communications of changes to: (a) the account number or expiration date of your designated credit card; and (b) your billing address (for the designated credit card). In the event that you cancel this credit card or it is otherwise terminated, you must immediately provide us with a new valid credit card number. You authorize VoiceText Communications, from time to time, to undertake steps to determine whether the credit card number you have provided to us is a valid credit card number. In the event that you do not provide us with a current valid credit card number with sufficient credit upon request during the effective period of this Agreement, you will be in violation of this Agreement, and we may terminate this Agreement with you. In the event that you provide us with a debit card number instead of a credit card number, you authorize us to make all charges described in this Agreement to your debit card account.

If there are any annual, monthly or similar periodic fees for your subscription, these fees will be billed automatically to the credit card designated during the registration process for, or subsequently designated to VoiceText Communications at the start of the subscription period and at the start of each renewal period, unless you terminate your subscription **before** the relevant period begins.

Past Due and Fees. If invoices are to be paid by check and no payment is received within 30 days of the invoice date, your account is past due. If invoices are to be paid by credit card and it is declined, your account is immediately past due. Services are suspended once an account is 61 days past due. A \$35 fee is required to reactivate Services that were terminated due to nonpayment. A \$35 fee is assessed each time a check is returned due to insufficient funds. VoiceText Communications reserves the right to assess a \$20 fee each time a charge is declined by the issuing credit card bank.

Trial Offers, Coupons, Credits and Special Offers. VoiceText Communications reserves the right to discontinue or modify coupons, credits and special promotional offers at our discretion. Free Trial terms may vary by promotional offer.

Taxes. You agree to pay any taxes, whether federal, state or local, or municipal that may be imposed upon or with respect to the Services performed hereunder, exclusive of taxes on VoiceText Communications. The USF Fee established in 2008 is charged by the FCC and changes quarterly. For further information on this fee, please visit: http://www.fcc.gov/wcb/tapd/universal_service.

USE POLICY AND USER CONDUCT

Chargeable Services Policy. As a VoiceText customer, you will be charged a fee for the Chargeable Services based on the billing model you select which is subject to these Terms of Use or other agreement specific to the services ordered. VoiceText Communications makes certain Services available under a number of different subscription plans or other billing models. Please confirm that the plan or model meets your needs. Unless otherwise agreed in writing by you and VoiceText Communications, your subscription will continue and renew automatically unless terminated by VoiceText Communications or until you notify VoiceText Communications of your decision not to renew.

YOUR ACCOUNT

You are responsible for maintaining the confidentiality of your provided codes and/or password for Audio and/or Web conferencing and for restricting access to your account. You agree to accept responsibility and liability for all activities that occur under your account or password whether lawful or unlawful. You are also solely responsible for all uses of your account and password, whether or not actually or expressly authorized by you. Use of conference recording capabilities and other Service functionality may subject you to state or federal laws or regulations (such as a requirement to notify participants that a conference is being recorded). You are solely responsible for compliance with any such laws or regulations including, but not limited to, providing any required notification to participants. Your right to use the Service is personal to you. You may be either an individual, a corporation or business entity, but you agree not to resell the use of the Service, any downloadable plug-in or other materials or any information obtained by you without the express written consent of VoiceText Communications. We do not sell products or services for children. If you are under 18, you may use our services only with involvement of a parent or guardian. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. Violation of these Terms of Use may result in immediate deletion of your account.

YOUR REPRESENTATIONS

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the country, state and/or province in which you reside, and that you possess the legal right and ability to agree to these Terms of Use. You agree to be financially responsible for your use of Services as well as for use of your account by others, to comply with your responsibilities and obligations as stated in these Terms of Use, and to be bound by all of the terms and conditions contained in these Terms of Use, including the disclaimers and limitations of liability set forth herein.

TERMINATION

Unless otherwise agreed in writing by you and VoiceText Communications, you may terminate your VoiceText Communications account, with or without cause, with 30 days' notice. Any such notice by you to VoiceText Communications must be received via mail, email, or fax and in accordance with VoiceText Communications' procedures, and which may include the requirement that you contact VoiceText Communications by phone to confirm that any such notice was in fact sent by you. VoiceText Communications also reserves the right to terminate or suspend your VoiceText Communications account without prior notice if you violate any of these Terms of Use, there is no usage on your VoiceText Communications account for more than two calendar years, VoiceText Communications is unable to verify any information you provide to VoiceText Communications, such information is inaccurate, or VoiceText Communications determines, in its sole discretion, to discontinue offering any Service. VoiceText Communications shall not be liable to you or any third party for termination of any Service. Upon termination of your account, you shall remain liable for all fees incurred or accrued by you and any fees you may have paid in advance are nonrefundable. Upon expiration or termination for any reason, you are no longer authorized to use the Service or System. When these Terms of Use are terminated and/or your account is canceled, you will no longer have access to data and other material you have stored on the Site and that material may be deleted by VoiceText Communications. We may require a reactivation fee on Services that have been suspended or terminated for any reason.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

IN NO EVENT SHALL VOICETEXT COMMUNICATIONS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH SERVICES PROVIDED BY US (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. VOICETEXT COMMUNICATIONS TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SERVICES RENDERED, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED ANY AMOUNTS ACTUALLY REALIZED BY VOICETEXT COMMUNICATIONS (LESS ANY PAYMENTS TO YOU) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY.