

Ring2 Audio Conferencing Service Terms

Version 060608, last updated 6 June 2008

IMPORTANT: THESE SERVICE TERMS APPLY TO OUR CONFERENCING SERVICES. YOU MUST READ THESE SERVICE TERMS TOGETHER WITH OUR STANDARD TERMS. UNLESS OTHERWISE AGREED BY US IN WRITING, YOU WILL BE BOUND BY THESE SERVICE TERMS IN ADDITION TO OUR STANDARD TERMS.

1 Interpretation

- 1.1 In these Service Terms, the definitions below will apply and take priority over the definitions in the Standard Terms in cases of conflict:

‘**Access Code**’ means a code that, when entered after the Dial-in Number, allows access to a call on our System and identifies a person either as the Leader for that call (‘**Leader Code**’) or a participant (‘**Participant Code**’).

‘**Audio Conferencing Service**’ or ‘**Service**’ means our conferencing service, whereby each End User is issued with a Ring2 Card relating to their personal, always-available Dial-in Conference Call, may set up additional dial-in conference calls with different Access Codes, and may also use the Software with this service; and ‘**Service Terms**’ means these terms and conditions.

‘**Dial-in Conference Call**’ means a telecommunications bridge that is accessible with a Dial-in Number and Access Code combination unique to an End User.

‘**Dial-in Number**’ means a telephone number that End Users and their Participants will dial to access a conference call.

‘**Essential New Version**’ means a New Version that is necessary to correct a bug, error or malfunction in a previous version or that must be installed in order to ensure continued use of the Service.

‘**Leader**’ means the End User that has enhanced control over a conference call.

‘**Operator-Assisted Call**’ or ‘**OA Call**’ means a Dial-In Conference Call where we provide a person to act as an operator to assist you during the call, available by dialling *0 or similar method.

‘**OA Call Details Form**’ means the form we provide you setting out the necessary details for an OA Call, as may be updated from time to time.

‘**New Version**’ means a version of the Software made available by us to supersede a pre-existing version of the Software.

‘**Password**’ means the password used by an End User in conjunction with their Username to access their My Account area or the Software.

‘**Ring2 Card**’ means the physical card we will issue to End Users, bearing their name, company name, Dial-in Number and Access Codes.

‘**Standard Terms**’ means our standard terms and conditions that apply to all our Services, identified as the Standard Terms and available at www.ring2.com or on request from us.

‘**Username**’ means the username used by an End User to access their My Account area or the Software in conjunction with a Password.

- 1.1 References to clauses in these Service Terms are, unless otherwise stated, references to clauses of these Service Terms. Together with any terms separately negotiated with us, your Order Form, these Service Terms and our Standard Terms form your agreement with us.

2 Services

- 2.1 In consideration of your payment of the Charges, and continued compliance with this agreement, we will: provide the Service to you, including the Software in accordance with the license in clause 4; and provide each End User with a Ring2 Card for their personal, always-available Dial-in Conference Call and a Username and Password for secure access to their My Account area.

- 2.2 Prior to, and for each Operator-Assisted Call you request, you must provide us with a completed then-current OA Call Details Form, which is incorporated into your Order Form and this agreement. Where we agree Charges different to our Rate Sheet for such calls, the OA Details Form must contain the special Charges for that call and be signed by both parties prior to the relevant call.

3 Passwords & Access Codes

- 3.1 To allow you and End Users to use the Service, we will issue you and End Users with methods of identifying yourselves, such as a Username and a Password, and of accessing conference calls, such as Access Codes. You acknowledge that it is your responsibility to ensure that you and End Users: keep your respective Passwords secret and confidential; and only disclose the Access Codes to authorised persons. You must notify us immediately if a Password or Access Code is compromised and we will issue a replacement.

- 3.2 YOU ARE LIABLE FOR, AND WILL PAY ALL CHARGES FOR, ANY USE OF A SERVICE BY ANY PERSON, WHETHER AN END USER OR A THIRD PARTY, USING ANY PASSWORD OR ACCESS CODE UNLESS AND UNTIL YOU NOTIFY US THAT THE PASSWORD OR ACCESS CODE IN QUESTION HAS BEEN LOST OR COMPROMISED. YOUR LIABILITY FOR ANY SUCH CHARGES WILL CEASE AT THE TIME THAT THE LOSS OR COMPROMISE OF THE PASSWORD OR ACCESS CODE IN QUESTION IS NOTIFIED TO US.

4 License

- 4.1 If you have requested, and we have agreed, for us to provide any Software to you and/or End Users, we grant you a non-exclusive, non-sub-licensable and non-transferable license, for the duration and purposes of this agreement only, to:
- 4.1(a) allow you or your End Users to install a copy of the Software onto your and their device and use with the Service in accordance with this agreement;

- 4.1(b) save the Software onto your computer system in order to provision your End Users with the Software;
- 4.1(c) use the Software and Materials provided to you so that you and End Users may use the Service in accordance with this agreement; and
- 4.1(d) in all cases, for the limited purpose of conducting or attending conference calls, meetings and presentations only.

5 Provisioning End Users

- 5.1 Unless otherwise agreed by the parties, you will provision End Users with the Software. The parties will agree on the format in which we will provide the Software to you and how you must provision End Users. We will not be liable for any loss or damage suffered by you or End Users due to the provisioning of End Users by you.

6 New Versions

- 6.1 At our sole discretion, we may refuse to provide Support Services for any version of the Software that has been superseded by a New Version as from 6 months after the date the New Version in question was made available to you, and for any version that has been superseded by an Essential New Version as from the date the Essential New Version was made available to you.
- 6.2 We may make New Versions available to you from time to time and recommend that you install the latest available version in a timely manner. We will be not be liable for any loss or damage suffered by you connected with or due to your use of a particular version from the date that a New Version superseding that version has been made available to you. You are not obliged to install a New Version unless you are notified by us that it is an Essential New Version. We will use our reasonable efforts to provide as much notice as is reasonably practicable to you of any Essential New Version and you must install the same when so notified.

7 Your Acknowledgements

- 7.1 You acknowledge and agree that: the Service is intended for calls with up to one hundred (100) call legs and that you will contact us if you wish to have a call with a higher number of call legs; there is a Leader Code and a Participant Code for each call; a person accessing a call using the Leader Code is the only person able to control that call; neither you nor End Users may sell, transfer, or otherwise deal in the Dial-in Numbers and Access Codes and must stop all use of the same when notified to do so by us; we reserve the right to suspend the use of a Password or Access Code if we suspect fraudulent use or other use of the Service in breach of this agreement; and that we may need to replace Passwords and Access Codes from time to time for technical, operational and security reasons.

8 Ring2 Cards

- 8.1 You may request extra Ring2 Cards for new End Users or replacement Ring2 Cards for existing End Users at any time. You will, and you will ensure that End Users will, keep Ring2 Cards safe and in your or their possession; and you will notify us immediately if you believe a Ring2 Card has been lost or the information contained on it has been compromised. You acknowledge and agree that: there is a charge for the issuance of each Ring2 Card; Ring2 Cards remain our property at all times; and that you will return to us or destroy any or all Ring2 Cards at our request.