

TERMS OF USE FOR MEETINGSPIHERE TRIALS – United States

THESE TERMS OF USE FOR MEETINGSPIHERE TRIALS ARE BETWEEN MEETINGSPIHERE INC (hereafter MeetingSphere) AND “YOU” (COLLECTIVELY, THE “PARTIES”).

YOU AGREE THAT THIS AGREEMENT (DEFINED BELOW) IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY ON WHOSE BEHALF THE SERVICE IS USED (E.G. YOUR EMPLOYER).

YOU MAY HAVE ANOTHER WRITTEN AGREEMENT DIRECTLY WITH MEETINGSPIHERE INC THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions.

“*Agreement*” means these terms of use.

“*Authentication*” means the process of technically testing the identity of an individual. Circumvention or invalidation of this technical test of identity, for instance by publishing, circulating or passing on login and password information to persons other than the named person to be identified, constitutes a breach of this Agreement.

“*Co-facilitator*” means another MeetingSphere Pro (Trial) subscriber whom you have given access to Meetings in that role. This feature may not be available on the version of the service You have subscribed to.

“*Content*” means all audio, video, multimedia, data, text, images, documents, computer programs, and any other information or materials uploaded or created by or on behalf of You when using the Service.

“*Data Protection*” means the measures and assurances set forth in clause 11 (Privacy) for compliance with national information privacy laws and regulations as well as international data protection regulations such as the GDPR which apply to international customers of MeetingSphere.

“*Privacy Officer*” designates the MeetingSphere officer responsible for compliance with MeetingSphere’s contractual and legal obligations regarding Data Protection.

“*Facilitator*” refers to the user who runs Meetings on a MeetingSphere Pro Meeting center.

“*GDPR*” refers to the General Data Protection Regulation of the European Union.

“*Grace Period*” is the period of 4 weeks for which a Live Workspace or Meeting Center is preserved for renewal after the Subscription has expired.

“*Host*” refers to the user who runs Meetings in a MeetingSphere Live Workspace.

“*Information*” means Personally Identifiable Information.

“*Leader*” refers to the user who runs Meetings on a MeetingSphere One Meeting center.

“*Live Workspace*” means the technical meeting environment in which You run Meetings if you have purchased a MeetingSphere Live subscription.

“*Meeting*” refers to meetings, conferences, sessions, sittings or workshops in which the participants make use of the Service to communicate with each other or to document or disclose results of their work. These meetings, sessions, conferences, sittings or workshops may occur in a single location or remotely over the network at the same time or at different times.

“*Meeting Center*” means the technical meeting environment in which You run Meetings, maintain Users, store content and for which a Meeting Center Subscription or a Trial Subscription must be purchased.

“*Meeting Center Subscription*” means the agreement between a subscriber and MeetingSphere Ltd for provisioning the Meeting Center and the subscriber’s use of the Service. The Meeting Center Subscription licenses the named individual to control the Meeting center and run Meetings as Leader or Facilitator.

“*MeetingSphere®*” is a registered trademark of MeetingSphere Software Inc.

“*MeetingSphere*” means MeetingSphere Inc, 440 Monticello Ave, Ste 1875, Norfolk, VA 23510.

“*MeetingSphere*” also means the Software which is provided for use via the Service.

“*MeetingSphere Live*” means a personal MeetingSphere workspace which provides a subset of popular features and functions of MeetingSphere for brainstorming in web conferences.

“MeetingSphere One” means a personal Meeting Center which provides the most popular features and functions of MeetingSphere for dynamic web conferencing.

“MeetingSphere Pro” means a personal Meeting Center which provides the full features and functions of MeetingSphere to enable online workshops.

“MeetingSphere Store” means MeetingSphere’s system used for transactions such as the purchase, renewal and termination of Meeting Center Subscriptions or Trial Subscriptions.

“Participant” means anyone, including Co-facilitators, who interacts with the Service while joining or participating in a Meeting.

“Personal data” is a synonym of and used interchangeably with Personal Identifiable Information or PII.

“Personally Identifiable Information (PII)” is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. The MeetingSphere Service only collects the names, email address and organization of users for the purpose of authenticating users at login and for identifying users in Meetings. MeetingSphere does not store PII beyond its purpose and does not profile it. MeetingSphere does not share PII with anyone unless required by law, subject to due legal process.

“Service” means individually and collectively, the MeetingSphere software service and/or services rendered with the MeetingSphere software service.

“Software” means any executable code loaded into the client device’s RAM and executed on the client while using the Service.

“Trial Subscription” means the agreement between You and MeetingSphere Ltd for use of the Service on a Trial basis for 14 days, free of charge. The Trial Subscription licenses the named individual (You) to control Meetings as Host, Leader or Facilitator.

“Unlimited participants” means that the Trial Subscription sets no legal limit to the number of participants in a meeting. There are, however, technological limits to the number of concurrent participants especially in a voice conference. As these limits are, at least in part, outside MeetingSphere’s control, the term ‘unlimited participants’ does not include any assurance that the service can actually support ‘unlimited’ or even many participants at any one time.

“User” means anyone who uses Your Meeting Center legitimately i.e. You, Co-facilitators and Participants.

2. Trial Use of the Service.

2.1 Authority to Use Service. You represent and warrant that You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You hereunder including having a valid license to use the software applications that generate Content (such as presentations or file attachments), and the right to submit Content and Your or a Participant’s Information to the Service. Otherwise, You are not permitted to submit such Content or Information to the Service.

2.2 Access to Service. You acknowledge that Your ability to access the Service may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that You are responsible for paying such fees. MeetingSphere is not responsible for any equipment You may need to be able to access the Service.

2.3 Log-In Information. To gain access to and use the Service, You are required to create a log-in ID and password (“Log-In Information”). You are responsible for all activity occurring under Your Log-In Information, and You must keep Your Log-In Information confidential and not share Your Log-In Information with third parties. MeetingSphere has no obligation or responsibility regarding Your use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, MeetingSphere may require You to change Your Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement.

2.4 Limitations. The Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, MeetingSphere and its affiliates specifically disclaim any express or implied warranty of fitness for such purposes. Further, the Service is not designed as the primary repository for the content and minutes of past Meetings. Storage of such content occurs for Your convenience only. MeetingSphere and its affiliates specifically disclaim any express or implied warranty of fitness as a primary content repository.

3. Trial Subscription.

3.1 The Service. MeetingSphere grants to You a non-exclusive, non-transferable, revocable right to access and use the Service per the terms and conditions of this Agreement.

3.2. Legitimate use. In conjunction with use of the Service, You, Participants or Co-facilitators may load the Software into the temporary memory (e. g. RAM) of a computer and run it for preparing, executing or wrapping up MeetingSphere Meetings. You shall not, however, modify, port, adapt or translate the Software. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. MeetingSphere reserves all not explicitly granted rights.

3.3 Trial use. In addition to the other terms of this Agreement, as a trial user of the Service, Your right to access and use the Service is limited as provided in the e-mail communication from MeetingSphere acknowledging Your right to use the Service, or as provided in the Web pages describing trial use of the Service. This trial Service might be offered by MeetingSphere later with different features, for a fee, or not at all, as determined by MeetingSphere in its sole discretion. To maintain a consistent quality of service, MeetingSphere reserves the right to suspend trial access to the Service as needed.

3.4. You are the addressee of all correspondence from MeetingSphere regarding this Agreement. It is Your responsibility to provide MeetingSphere or its resellers with valid contact information.

4. Ownership of the Service and Marks.

You acknowledge that MeetingSphere and its licensors own all right, title, and interest in: (a) the Service; (b) any MeetingSphere software provided with the Service; and (c) all graphics, logos, service marks, and trade names, including third-party names, product names, and brand names used by MeetingSphere with the Service (the "Marks"). You shall not alter or remove any Marks or copyright notices included in the Service. Notwithstanding the foregoing, You, or Your respective licensors, as applicable, own all right, title, and interest in and to any graphics, logos, service marks, and trade names used by You with the Service. You are welcome to send suggestions on improving the Service, but in doing so, You acknowledge and agree that such suggestions will become the property of MeetingSphere, and MeetingSphere has no obligation to compensate You for such suggestions.

5. Term and Termination.

5.1 Term. Your right to use the Service on a trial basis shall expire at the time given when You subscribed to the Service on a trial basis.

5.2 Termination. MeetingSphere reserves the right, for any reason in its sole discretion without prior notice, to discontinue or suspend Your trial use, and to terminate Your Trial Subscription. Your rights and the rights of Participants to access Content submitted to Your account and processed by the Service shall expire immediately upon expiration of Your right to use the Service.

5.3 Effect of Termination.

5.3.1 Upon termination of this Agreement, You must immediately cease using the Service. Any continued technical availability of the Service does not imply the right to use.

5.3.2 Without obligation, MeetingSphere will maintain the Meeting Center and its Content for a grace period of up to 4 weeks beyond expiration. During this grace period, the Meeting Center and its Content can be brought back into operation by upgrade to a regular paid Subscription. MeetingSphere will delete the Meeting Center with all Content automatically at the end of the grace period.

5.3.3 The following clauses of this Agreement shall survive termination of this Agreement: 1. Definitions, 4. Ownership of the Service and Marks, 5.3. Effects of Termination, 6. Content, 7. Notification of Copyright Infringement, 8. Intellectual Property Indemnification, 9. Conduct, 10. Investigations, 11. Data Protection, 12. Disclaimer of Warranties, 13. Limitation of Liability, 14. Governing Law, 15. Miscellaneous.

6. Content.

6.1 Your Content. You may upload Content to the Service. MeetingSphere does not verify, endorse, or claim ownership of any Content, and You retain all right, title, and interest in and to the Content. Your Content and the Content

of Participants which may include Personally Identifiable Information may be stored on MeetingSphere's servers at Your request, as necessary for MeetingSphere to provide the Service.

You are solely responsible for Content including making and keeping back-up copies of Content. Certain Features of the Service enable You to specify the level at which such Service restricts access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content.

6.2 Your Representations and Warranties Regarding Content. You represent and warrant that (a) You are the owner, licensor, or authorized user of all Content; and (b) You will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages hatred, violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or MeetingSphere, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about Your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents Your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) willfully violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

6.3 MeetingSphere Access to Content. You acknowledge that the Service is automated (e.g., Content is uploaded using software tools) and that MeetingSphere personnel will not access, view, or listen to any Content, except as reasonably necessary to perform the Service, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by MeetingSphere in good faith to conform to legal requirements or comply with legal process; or (d) enforce this Agreement, including investigation of potential violations hereof, as further described in clause 10 (Investigations).

7. Notification of Copyright Infringement.

7.1 MeetingSphere respects intellectual property rights and expects its users to do the same. MeetingSphere will respond to clear notices of copyright infringement, and its response to such notices may include removing or disabling access to the allegedly infringing content, terminating the accounts of repeat infringers, and making good-faith attempts to contact the user who posted the content at issue so that they may, where appropriate, make a counter-notification.

7.2 If You believe that Your work has been used or copied in a way that constitutes copyright infringement and such infringement is hosted on the Service, or on sites linked to by the Service, please provide written notification via regular mail or via fax (not via email or phone) of claimed copyright infringement to MeetingSphere's Copyright Agent (contact information below), which must contain all the following elements:

7.2.1 A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;

7.2.2 A description of the copyrighted work(s) that You claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which You request to be removed or access to which is to be disabled;

7.2.3 A description of where the content that You claim is infringing is located on the Service;

7.2.4 Information sufficient to permit MeetingSphere to contact You, such as Your physical address, telephone number and e-mail address;

7.2.5 A statement by You that You have a good faith belief that the use of the content identified in Your notice in the manner complained of is not authorized by the copyright owner, its agent or the law; and

7.2.6 A statement by You that the information in Your notice is accurate and, under penalty of perjury, that You are the copyright owner or authorized to act on the copyright owner's behalf.

7.2.7 Before You file such a notification, please carefully consider whether the use of the copyrighted content at issue is protected by the 'fair use' doctrine, as You could be liable for costs and attorneys' fees should You file a takedown

notice where there is no infringing use. If You are unsure whether a use of Your copyrighted content constitutes infringement, please contact an attorney before You file Your notice, or reference the content publicly available at www.chillingeffects.org.

7.3 If You believe access to Your content was disabled or removed by MeetingSphere because of an improper copyright infringement notice, please provide written notification via regular mail or via fax (not via email or phone) to MeetingSphere's Copyright Agent (contact information below), which must contain all the following elements:

7.3.1 A physical or electronic signature of the subscriber;

7.3.2 Identification of the content that was removed from the Service and the location on the Service at which the content appeared before it was removed;

7.3.3 A statement under penalty of perjury that You have a good faith belief that the content was removed or disabled because of mistake or misidentification of the content to be removed or disabled;

7.3.4 Information sufficient to permit MeetingSphere to contact You, such as Your physical address, telephone number and e-mail address; and

7.3.5 Before You file such a counter notification, please carefully consider whether the use of the copyrighted content at issue is infringing, as You could be liable for costs and attorneys' fees if a court determines Your counter notification misrepresented that the content was removed by mistake. If You are unsure whether use of the content at issue constitutes infringement, please contact an attorney before You file Your notice, or reference the content publicly available at www.chillingeffects.org.

7.4 MeetingSphere's Designated Agent for notice of claims of copyright infringement can be reached as follows:

By mail: Copyright Agent
 MeetingSphere Inc
 440 Monticello Ave, Ste 1875
 Norfolk, VA 23510
 United States of America

By email: copyright@meetingsphere.com

The Designated Agent will not remove content from the Service in response to phone or email notifications regarding allegedly infringing content, since a valid notice of copyright infringement must be signed, under penalty of perjury, by the copyright owner or the person authorized to act on his or her behalf. Please submit such notifications by fax or ordinary mail only. The Designated Agent should be contacted only if You believe that Your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Service or on sites linked to by the Service. All other inquiries directed to the Designated Agent will not be responded to. Such inquiries should be made through the feedback procedure referenced in this clause 7.

8. Intellectual Property Indemnification.

8.1. Scope. MeetingSphere will defend any claim brought against You by a third party to the extent that it is based on an allegation that the Service infringes such third-party's patent or copyright of the country in which You have taken delivery of the Service. MeetingSphere will pay any damages, costs, and expenses finally awarded (or agreed to by settlement) for any such claim. You must promptly notify MeetingSphere of the claim, give MeetingSphere control of the defense and related settlement negotiations, and provide MeetingSphere with the reasonable assistance (for which MeetingSphere shall pay You reasonable out-of-pocket costs) in defending the claim. If You desire separate legal representation in any such action, You will be responsible for the costs and fees of that separate counsel.

8.2. Remedies. If a MeetingSphere Software product or service deliverable is held to infringe and its use is prohibited or if, in MeetingSphere's reasonable opinion, is likely to become the subject of an infringement claim, You will permit MeetingSphere, at MeetingSphere's option and expense, to (a) procure for You the right to continue to use the Service, or (b) replace or modify it so that it becomes non-infringing and has the same or additional functionality and comparable or improved performance characteristics, or (c) refund the subscription fees for the current term.

8.3. Exceptions. MeetingSphere will have no obligation of defense or indemnity to the extent the infringement claim arises from (a) MeetingSphere's compliance with Your designs, specifications or instructions, (b) use of the Service

with non- MeetingSphere Software, equipment, or data, other than as specified in the documentation or otherwise approved by MeetingSphere in writing, (c) the furnishing to You of any information, service, or technical support by a third party, (d) non-subscribed use of the Service.

8.4. Exclusive Remedy. This clause 8 states the exclusive obligation of MeetingSphere to You regarding any claim of infringement or misappropriation of any third party's intellectual property rights.

9. Conduct.

9.1 Use Restrictions. You agree to not willfully:

- (a) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;
- (b) use the Service in any manner that could damage, disable, overburden, or impair any MeetingSphere server, or the network(s) connected to any MeetingSphere server or interfere with any other party's use and enjoyment of the Service;
- (c) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any MeetingSphere server or to the Service, through hacking, password mining, or any other means;
- (d) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;
- (e) host, on a subscription basis or otherwise, the Service, including any related application, (i) to permit a third party to use the Service to create, transmit, or protect any content, or (ii) to conduct conferences, online meeting services, or training Meetings for a third party other than its duly authorized employees, agents, consultants and/or independent contractors (collectively referred to as "personnel," hereinafter);
- (f) engage in any systematic extraction of data or data fields, including without limitation e-mail addresses;
- (g) disclose, harvest, or otherwise collect Information, including e-mail addresses, or other private information about any third party without that party's express consent;
- (h) transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited e-mail or duplicative messages;
- (i) sell, lease, or rent access to or use of the Service, or otherwise transfer any rights to use the Service under this Agreement (including without limitation, on a timeshare or service bureau basis);
- (j) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
- (k) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same.

9.2 Exposure. You acknowledge and agree that by accessing or using the Service, You may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. You may report any violations of these terms to MeetingSphere customer service.

10. Investigations.

MeetingSphere does not generally monitor user activity occurring with the Service. If MeetingSphere becomes aware, however, of any possible violations by You of clauses 6.2 (Your Representations and Warranties Regarding Content), 9.1 (Use Restrictions), or any other provision of this Agreement, MeetingSphere reserves the right to investigate such violations, and MeetingSphere may, at its sole discretion, terminate immediately Your license to use of the Service or change, alter or remove Content, in whole or in part, without prior notice to You. If, because of such investigation, MeetingSphere believes that criminal activity has occurred, MeetingSphere reserves the right to refer the matter to, and to cooperate with, all applicable law enforcement authorities. MeetingSphere is entitled, except to the extent prohibited by applicable law, to disclose any information, including Information, about You in MeetingSphere's possession regarding Your use of the Service to law enforcement or other government officials.

You agree to indemnify and hold MeetingSphere harmless from and against all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from Your Content, the Content of Participants, and Your or any Participant's use of the Service.

11. Privacy

11.1 Scope. You acknowledge that MeetingSphere provides the service to You under a shared responsibility model. This clause 11 defines the responsibilities and assurances between You and MeetingSphere regarding Data Protection.

11.2 Types of Information Collected. The Service collects a minimum set of Personally Identifiable Information (PII) on users of the service, the contributions of Users and circumstantial information as follows:

11.2.1 Personal Identifiable information (PII). The service collects personal identifiable information solely for the purpose of authenticating users at login and their identification in the meeting. This information is limited to (a) first name and surname, (b) email address and (c) organization or department.

11.2.2 Contributions of Users. Contributions are ideas, comments, ratings and file uploads by Participants as well as meeting structures such as agendas and questions by which You and Co-facilitators organize the meeting and guide the work of Participants in the meeting.

11.2.3 Circumstantial information. This is information logged for security auditing purposes such as the IP address from which users connect or which records were created, accessed or changed. MeetingSphere screens and analyses these logs solely for the purpose of securing the deployment and protecting the information therein. MeetingSphere deletes logs after 90 days.

11.3 MeetingSphere's obligations and responsibilities. MeetingSphere implements and maintains technical and organizational measures to adequately protect Your data in accordance with and satisfying the requirements of national and international Data Protection laws and regulations.

11.3.1 Processing. The Service processes Personal Identifiable Information and contributions of users only in so far as it provides the technical functionality by which Your Users enter, change and delete such information. For the avoidance of doubt, MeetingSphere is not involved in the processing of Personal Identifiable Information and user contributions beyond (a) providing the functionality for such processing by You as part of its software service, (b) creating, restoring and deleting backup copies of the Meeting Center database which hold such Information (c) creating, storing and deleting Audit logs and (d) recording subscription information in the MeetingSphere Store.

11.3.2 Storage. Information collected by the Service is stored in encrypted format and is transmitted to Users in encrypted format. By default, MeetingSphere will host the Meeting Centers of residents of the United States in its U.S. data center (Virginia). If You reside outside the United States, you will be served from MeetingSphere's U.S. data center (Virginia) or MeetingSphere's European data center (Ireland) based on geographical proximity to Your given address. If Your data is located outside the United States, MeetingSphere will uphold the highest standards of data protection as described in this clause 11 except for its assurances regarding U.S. jurisdiction at the point of storage.

11.3.3 Disclosure of collected information. MeetingSphere will not disclose or transmit Information that has been collected by the Service to anyone, unless required by law following due legal process.

11.3.4 Sub-processing. MeetingSphere's provisioning of the Service rests on the infrastructure services of Amazon (AWS) who acts as a sub-processor under MeetingSphere's control. MeetingSphere will inform You of any changes of sub-processors.

11.3.5 Personnel. MeetingSphere warrants that personnel entrusted with processing Your data has been vetted and instructed on Data Protection and the principle of data secrecy.

11.3.6 Encryption. MeetingSphere warrants that information is stored and transmitted to Users only in encrypted format.

11.3.7 Use by MeetingSphere. MeetingSphere makes no use of information collected by the Service. For the avoidance of doubt: MeetingSphere does not profile use patterns, user contributions or PII or related information for any purpose and will prevent any other party from doing so.

11.3.8 Deletion. MeetingSphere deletes Your Live Workspace or Meeting Center and its content automatically at the end of the Grace Period. After deletion, it will take 30 days for your Meeting Center to be fully removed from our

backups. For the avoidance of doubt: After such deletion and removal from backup no copies of Your information shall survive, and You accept that such information cannot be subsequently restored.

11.3.9 Use statistics. MeetingSphere counts logon events and the number of new meetings created in a given Meeting Center per day. The statistic is deleted irrevocably after 180 days.

11.3.10 Notification of breaches. MeetingSphere will inform you without undue delay of any material breach of the regulations for the protection of Your Personal Data, committed by MeetingSphere, its personnel or 3rd parties. MeetingSphere shall implement the measures necessary to secure the data and to mitigate potential adverse effects on the data subjects and shall agree upon the same with You without undue delay. MeetingSphere shall support You in fulfilling Your disclosure obligations regarding such breaches.

11.3.11 Enquiries by data subjects. At your written request, MeetingSphere will assist You in answering a Participant's enquiry related to the collection, processing or use of such data subject's data by Your Use of the Service. The foregoing shall apply only where You reimburse MeetingSphere for the cost and expenses incurred in providing such support. MeetingSphere shall not respond directly to any enquiries of data subjects and shall refer such data subjects to You.

11.4 Your obligations. While MeetingSphere is responsible for the technical security, availability, confidentiality and functionality of the Service it falls on You to assure that the service is used in compliance with the principles of data secrecy and the Data Protection laws and regulations that apply to you. This obligation includes but is not limited to the following sub-clauses of this clause 11.4:

11.4.1 Collection of information. You will collect Personally Identifiable Information as defined in clause 11.2.1 only with the User's consent.

11.4.2 Authentication. You will uphold the authentication requirements set by MeetingSphere to protect the PII and contributions of Your Users. For the avoidance of doubt: You must not share Your Login Information with anyone and insist that other Users on your Meeting Center do not do so.

11.4.3 Data economy. You acknowledge that the Service is not a repository for the results and the minutes of meetings and will delete Personal Identifiable Information after it has served its purpose and apply the principles of data secrecy and economy through the Service's automated procedures to remove inactive user accounts and old unused meetings which may hold participant lists.

11.4.4 Irregularities. You will instruct Your Users that any attempt to circumvent the Service's protective measures and controls regarding the bulk extraction, profiling or transfer of Personally Identifiable Information is a severe violation of this Agreement and may be a crime. You shall, without undue delay and in a comprehensive fashion, inform MeetingSphere of any defects and irregularities You may detect in the functioning of the Service regarding statutory regulations on data protection.

12. DISCLAIMER OF WARRANTIES.

12.1 THE SERVICE AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, MEETINGSPPHERE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MEETINGSPPHERE DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT MEETINGSPPHERE'S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT MEETINGSPPHERE'S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

12.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

13. Limitation of Liability.

13.1 NEITHER MEETINGSPPHERE NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICE OR ANY SOFTWARE OR ACCESS DATA, INFORMATION OR CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF MEETINGSPPHERE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13.2 MEETINGSPPHERE'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SERVICE IN THE LAST TWELVE (12) MONTHS, IF ANY. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. MEETINGSPPHERE'S SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

13.3 THE LIMITATIONS ON LIABILITY IN THIS CLAUSE 13 (LIMITATIONS OF LIABILITY) ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. NOTHING CONTAINED IN THIS AGREEMENT LIMITS MEETINGSPPHERE'S LIABILITY TO YOU IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM MEETINGSPPHERE'S GROSS NEGLIGENCE.

14. Governing Law.

By accessing and using the Service, You and MeetingSphere agree that all matters relating to this Agreement and Your access to, or use of, the Service shall be governed by and construed in accordance with the substantive laws in force in Delaware. To the extent allowed by applicable law, the terms of the United Nations Convention on the International Sale of Goods will not apply.

Each party will, at its own expense, comply with any applicable law, statute, administrative order or regulation. An action at law under this agreement may only be brought before a court of appropriate jurisdiction in the state whose law governs this agreement under the terms of this clause 14. If a party initiates legal proceeding related to this agreement, the prevailing party will be entitled to recover reasonable attorney's fees.

15. Miscellaneous.

You are solely responsible for Your familiarity and compliance with any laws that may prohibit You from participating in or using any part of the Service. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the Parties, and all other provisions will remain in full force and effect. Either party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the waiving Party in writing. Your rights hereunder may not be assigned or transferred to any third party. Each Party will provide the other with written notice under this Agreement by sending the other party notice as follows: (a) for You, notice will be sent to the e-mail address associated with Your account, and (b) for MeetingSphere, notice will be sent to customer-care@meetingsphere.com.

16. General Counsel.

In the event the terms of this Agreement, the Privacy Policy, or the Subscription conflict, the documents shall have the following order of precedence: (i) the Subscription, (ii) the Agreement, and (iii) the Privacy Policy. This Agreement, including the Privacy Policy and the Subscription, constitutes the entire agreement between You and MeetingSphere and supersedes all prior agreements, representations, and understandings between the Parties regarding the subject matter contained herein.

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