

Introduction and Agreement

These Terms of Use (the “Agreement”) constitute a legally binding agreement by and between You (our customer) and Us (Visiple LLC”) concerning Your use of the Visiple LLC.com (including subdomains and/or extensions thereof) websites (the “Websites”) and the conferencing and collaboration services offered by Visiple LLC in association with the Websites (the “Services”), as further detailed below.

By using the Websites and Services, You represent and warrant that You have read and understood, and agree to be bound by, this Agreement. If You have any questions about this Agreement, You may contact Us using the details set out in Section 13. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT, YOU MUST IMMEDIATELY LEAVE THE WEBSITES AND REFRAIN FROM USING THE SERVICES IN ANY WAY. The use of the Services are also subject to Visiple LLC’s Privacy Policy, a link to which is located on the Websites, and which is incorporated into this Agreement by this reference.

The Services We supply to You are the ability to have simultaneous communications with other Participants via the telephone network, WebRTC, video and other communications technology, along with any other services that we may from time to time provide.

The Services will be subject to available capacity and we do not guarantee that the number of connections required by You will always be available at any given time.

In providing the Services, we promise to use the reasonable skill and care of a competent service provider.

Definitions AND INTERPRETATION

“Call Charge” means the price charged to the caller by the network operator.

“Contract” means, in order of precedence, this Agreement and the Registration Process.

“Trial Service” means the premium Visiple LLC conferencing Services used and provided as part of a free trial with only a valid email address being required during the Registration Process.

“We” and “Visiple LLC” and “Visiple LLC” and “Us”, means collectively Visiple LLC Inc., the provider of the Visiple LLC services, and its affiliates and investment holdings Visiple LLC Global Holdings Inc. and Visiple LLC Corporation.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights I design, rights in computer software, database

rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals and extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Participant” means You and anyone You allow to use the Service in accordance with the terms of this Agreement.

“Premium Conferencing” or “Premium Services” means the paid conferencing Services used by Participants who have completed the paid subscription Registration Process, also known as “Registered Services”.

“Registration Process” means the registration process completed by You via the Internet or otherwise for either a free trial of the Services or for a paid subscription to the Services.

“Services” means all or any part of the Services explained in Section 1 that we agree to provide to You under this Contract, which may include Premium Conferencing and/or the Trial Service.

“Websites” means the Visiple LLC.com website along with any extensions, subdomains, or labelled or branded extensions to the Visiple LLC.com website.

“You” means the customer we make this Contract with and who is named in the Registration Process, which may include Your company and/or your Participants as the context requires.

A reference to a statute or statutory provision herein is a reference to it as amended or re-enacted, and includes all subordinate legislation made under that statute or statutory provision.

Any words following the terms include, including, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to writing or written includes email.

Eligibility, Term and Licence to Use

BY USING THE WEBSITES AND THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. If You are using the Websites or Services on behalf of a company, You further represent and warrant that You are authorized to act and enter into contracts on behalf of that company. This Agreement is void where prohibited.

Subject to Your compliance with the terms and conditions of this Agreement, Visiple LLC grants You a non-exclusive, non-sub licensable,

revocable as stated in this Agreement, non-transferable license to use the Websites and Services. Except as expressly set forth herein, this Agreement grants You no rights in or to the Intellectual Property of Visiple LLC, Visiple LLC or any other party. In the event that You breach any provision of this Agreement, Your rights under this section will immediately terminate (including, for the avoidance of doubt, your right to access and use the Services).

For use of the Trial Service, this contract begins when You have been issued with a PIN code by Us or when You use the Services for the first time, whichever is first. You can upgrade to the Premium Conferencing Service at any time through Your use of the Websites.

If You use the Premium Conferencing Services without first using the Trial Service, this Contract begins when You have successfully completed the Registration Process for a paid subscription.

By using the Websites and Services, You consent to the collection and use of certain information about You, as set forth in Visiple LLC's Privacy Policy (the "Privacy Policy"), including through the Registration Process and as specified in Section 4. By using the Websites and Services, You represent and warrant that You have read and understood, and agree to the same. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE SAME, YOU MUST IMMEDIATELY LEAVE THE WEBSITES. In the event of any conflict between the Privacy Policy and this Agreement, the terms of this Agreement shall prevail.

Registration Process

In connection with Your use of the Websites and Services, You will be required to complete a registration form either through the Websites or via a form separately provided to You by Us. You represent and warrant that all information You provide on any registration form or otherwise in connection with Your use of the Websites or Services will be complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy.

You will also be asked to provide, or may be given, a user name and password in connection with Your use of the Websites and Services. You are entirely responsible for maintaining the confidentiality of Your password. You may not use the account or password of any other Website or Services user. You agree to notify Visiple LLC immediately of any unauthorized use of Your account or password. Visiple LLC and Visiple LLC shall not be liable for any loss that You incur as a result of someone else using Your account or password, regardless of whether with or without Your knowledge. You may be held liable for any or all losses incurred by Visiple LLC, Visiple LLC, or their affiliates, officers, directors, employees,

consultants, agents, and representatives due to someone else's use of Your account or password.

Service Availability

We aim to provide the Services with availability of 24 hours a day, 7 days per week, except:
in the event of scheduled planned maintenance, in which case the Services may not be available;
in the event of unplanned or emergency maintenance, we may have to carry-out work that may affect the Services, in which case calls may be truncated or may not connect. If we have to interrupt the Services, we will make every effort to restore it within a reasonable time; or in the event of circumstances beyond our reasonable control.

Maintenance schedules and Services status reports will be provided upon request.

We cannot guarantee that the Services will never be faulty, but we will make every effort to correct reported faults as soon as we reasonably can. If You wish to report a fault with the Services, please contact Us at support@Visiple LLC.com.

Occasionally we may have to:

change the code or phone number or the technical specification of the Services for operational reasons; or

give You instructions that we believe are necessary for security, health or safety, or for the quality of the Services that we supply to You or to our other customers and You agree to observe them;

but before doing so, we will try to give You as much notice as We can.

Charges for the Service

We do not charge You directly for the use of the Services if you are using the Trial Service.

Each user of the Services (including You, whether You are using the Trial Service and the Premium Conferencing Service) will be charged the prevailing Call Charges for calls to the dial-in number applicable to the Services that You use. If you have subscribed for the Premium Conferencing Service, you will be charged in accordance with the subscription you have purchased, along with any associated add-ons, upgrades, or features you have also purchased.

All users will be invoiced the Call Charges on their standard telephone bill issued by their telephone network operator at the prevailing Call Charge rate for calls to the dial-in number.

We advise that You contact Your telephone network operator to confirm the Call Charge rate for the dial-in number applicable to the Services that You use before you commence Your use of the Services.

Unless we notify You otherwise, there are no cancellation, set-up or booking fees or charges, and no account maintenance or minimum usage fees.

Fees associated with the Premium Conferencing Services will be charged to Your registered credit card at completion of the conference. The charge will appear on Your credit card statement as "Conference Call Services." Premium Conferencing Services can be set up on a recurring subscription basis in which case such fees will be charged monthly to the Your credit card from the day the Service are activated and will appear on Your credit card statement as "Conference Call Services". You can request cancellation of Premium Conferencing Services by contacting support@Visiple LLC.com; cancellation requests are effective at the end of the current billing cycle. For Premium Conferencing Services which are set up on a monthly recurring billing cycle, in the event that a credit card cannot be authorized five (5) days prior to the billing due date, You will be notified to update payment information, and Visiple LLC may cancel all Services if payment information is not updated by billing due date. All applicable taxes are not included and will be billed separately in addition to noted charges.

Visiple LLC may discontinue or suspend Services for non-payment at any time without incurring liability.

All amounts due to Visiple LLC shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

If You request a refund, we aim to review all refund claims no later than one full business day following Your request. If we can find that an adjustment is fully justified, we will process such adjustment or credit within five business days of the original request. If the adjustment or credit is not deemed to be valid, we will provide a written explanation within the same time frame.

Your Responsibilities

You and the Participants must use tone-dialing telephones and WebRTC (or other computer technologies provided as outlined) to dial-in to the Services.

You are responsible for the security and proper use of the PIN Code once You have received it from us. You have no right to sell or to agree to transfer the PIN Code provided to You for use with the Services and You must not try to do so.

When You register for either the Trial Service or Premium Conferencing Services, You must provide a current valid email address. This email address will be used by us to communicate Services messages and conference updates to You. If You have provided Your consent to us, You

may also receive periodic email communications from Visiple LLC concerning Visiple LLC's products and Services, including without limitation Visiple LLC's periodic newsletter and occasional Services update bulletins. Your information will not be used by any company other than Visiple LLC without Your express written consent. To terminate Your express written consent, please contact Us at customerservice@VisipleLLC.com and We will be happy to assist. You understand that to be removed from all mailing lists (including Services and conference updates), Your PIN may need to be removed from the system and You will no longer be able to use the Services. We advise You to review our Privacy Policy for more information about how We collect, hold, disclose, and store Your personal information.

If you or your Participants use a mobile telephone to access the Services, and if You have purchased and/or enabled SMS notification features, We may send occasional SMS messages. You can opt out of these messages by contacting Us at customerservice@VisipleLLC.com.

Nobody must advertise any phone number or PIN Code for the Services in or on a phone box without our consent, and You must take all reasonable steps to ensure that this does not happen. The action that we can take if this happens is explained in Section 11.

You must access the Services using the phone numbers issued to You. You are solely responsible for providing these phone numbers and any other dial-in details to Your Participants.

Privacy laws may require that everyone on a recorded conference call agrees to being recorded. Please be aware that everyone entering a conference that is being recorded will hear a message stating the conference is being recorded. If You do not agree to being recorded, please do not continue with the conference.

Misuse and Prohibited Uses

Visiple LLC imposes certain restrictions on Your use of the Websites and the Services. You represent and warrant that You and Your Participants will not:

- make offensive, indecent, menacing, nuisance or hoax calls;
- use any Services fraudulently or in connection with a criminal offence, and You must take all reasonable precautions to ensure that this does not happen;
- violate or attempt to violate any security features of the Websites;
- access content or data not intended for You, or log onto a server or account that You are not authorized to access;
- attempt to probe, scan, or test the vulnerability of the Websites, or any associated system or network, or breach any security or authentication measures without proper authorisation;
- interfere or attempt to interfere with the use of the Websites or Services by any other user, host or network, including, without limitation by means of

submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing" the Websites or infrastructure that provides the Services; modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create derivative works based on the Websites or Services; merge the Websites or Services with other software; lease, rent, or loan the Services to others; or reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services; or act in a way contrary to any Acceptable Use Policy set forth by Visiple LLC from time to time, which policy is available on the Websites from time to time.

The action(s) we can take if You misuse the Services is explained in Section 11. If a claim is made against us because the Services are misused and You did not take all reasonable precautions to prevent that misuse, or did not notify us of that misuse at the first reasonable opportunity, You must reimburse us in respect of any sums we are obliged to pay and any other reasonable costs that we have incurred.

As stated above, voice calls may be recorded and the recording used for the sole purpose of investigating abuse of the system and our Services. Any violation of this section may subject You to civil and/or criminal liability, and Visiple LLC and Visiple LLC reserve the right to cooperate with law enforcement in any investigation of any violation of this or any other section of this Agreement.

Disclaimers and Limitation of Liability

YOU AGREE THAT YOUR USE OF THE WEBSITES AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD Visiple LLC, Visiple LLC, OR THEIR LICENSORS OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE WEBSITES OR SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE WEBSITES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

We do not recommend use of the Services where the risk of non-connection or loss of connection carries a material risk. Accordingly, You may only use the Services if You accept that all such risk is Yours and You should insure accordingly.

THE LIABILITY OF Visiple LLC, Visiple LLC, AND THEIR LICENSORS AND SUPPLIERS IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL Visiple LLC, Visiple LLC, OR THEIR LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE

DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO Visiple LLC, Visiple LLC, OR THEIR LICENSORS AND SUPPLIERS) ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITES OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN Visiple LLC AND YOU. THE WEBSITES AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATION.

To the extent allowed by law Visiple LLC and Visiple LLC disclaim all liability for the use of the Services, in particular:

any liability we have of any sort (including any liability because of our negligence) is limited to the amount of the actual call charges paid by You to Us for the call in question.

we have no liability for any unauthorized use or misuse of the Services by You or anyone else.

we have no liability either to You or any other Participant of Your conference call for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profit, or savings You expected to make, wasted expense, financial loss or data being lost or harmed.

matters beyond our reasonable control – if we cannot do what we have promised in this Contract because of something beyond our reasonable control – including, but not limited to, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority, or industrial disputes of any kind, (including those involving our employees), we will not be liable for this. If any such events continue for more than three months, we can terminate this Contract by giving You notice.

We are not liable whether in contract, tort (including liability for negligence) or otherwise for the acts or omissions of other providers of telecommunication Services or for faults in or failures of their networks and equipment.

Visiple LLC AND Visiple LLC, ON BEHALF OF THEMSELVES AND THEIR LICENSORS AND SUPPLIERS, HEREBY DISCLAIM ALL WARRANTIES RELATING TO THE WEBSITES AND SERVICES. THE WEBSITES AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, Visiple LLC AND Visiple LLC, ON BEHALF OF THEMSELVES AND THEIR LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE WEBSITES AND SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NEITHER Visiple LLC,

Visiple LLC, NOR THEIR LICENSORS OR SUPPLIERS WARRANT THAT THE WEBSITES OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER Visiple LLC NOR THEIR LICENSORS OR SUPPLIERS HAVE ANY LIABILITY WHATSOEVER IN CONNECTION WITH YOUR USE OF THE WEBSITES OR SERVICES. ADDITIONALLY, NEITHER Visiple LLC, NOR Visiple LLC, HAVE AUTHORIZED ANYONE TO MAKE ANY WARRANTY OF ANY KIND ON THEIR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT BY ANY THIRD PARTY.

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATIONS OF LIABILITY IN ANY OTHER AGREEMENT OR AGREEMENTS BETWEEN YOU AND Visiple LLC OR BETWEEN YOU AND ANY OF Visiple LLC'S LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. Visiple LLC'S LICENSORS AND SUPPLIERS, INCLUDING Visiple LLC, ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITES OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

Each part of this Contract that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

Nothing in this Contract shall exclude or limit Visiple LLC's liability for death or personal injury caused by its gross negligence, fraud, or other matters that cannot be excluded or limited by law.

Indemnity by You

You agree to defend, indemnify and hold harmless Visiple LLC, Visiple LLC, and their officers, directors, employees, agents, affiliates, representatives, sublicensees, successors, assigns and contractors from and against any and all claims, actions, demands, causes of action and other proceedings, including but not limited to attorneys' fees and costs, arising out of or relating to: (i) Your or Your Participants' breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; or (ii) Your or Your Participants' access to or use of the Websites or Services.

Termination of Agreement, Termination of ServiceS, and Suspension of PIN Code

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, Visiple LLC RESERVES THE RIGHT TO, IN Visiple LLC'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY USE OF THE WEBSITES OR SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR ANY BREACH OR SUSPECTED BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

We can suspend the PIN Code:

immediately, if You materially breach this Contract and/or we believe that the Services are being used in a way forbidden by Section 8. This applies even if You do not know that the calls are being made, or the Services are being used in such a way. We will inform You of such suspension or termination as soon as reasonably possible and, if requested, will explain why we have taken this action;

upon reasonable notice if You breach this Contract and fail to remedy the breach within a reasonable period of being asked to do so.

If we suspend the PIN code, it will not be restored until You satisfy us that You will only use the Services in accordance with this Contract. We are under no obligation to restore Your PIN code and any such action shall be at our sole discretion.

This Agreement shall automatically terminate in the event that You breach any of this Agreement's representations, warranties or covenants. Such termination shall be automatic, and shall not require any action by Visiple LLC.

You may terminate this Agreement at any time, for any or no reason at all, by providing Visiple LLC notice of Your intention to do so by email notice to customerservice@Visiple LLC.com. Such termination will be ineffective to the extent You continue to use the Services.

Any termination of this Agreement automatically terminates all rights and obligations created thereby, including without limitation Your right to use the Websites and Services, except that Sections 7, 9, 10, 15, 17 (consent to receive email, disclaimers/limitation of liability, indemnity, intellectual property, jurisdiction) and 16 (general provisions) will survive any termination, and except that any payment obligation You may have relating to Your use of the Services under Section 6 shall remain outstanding and due and payable by You.

Amendments and Changes

Internet, communications, and wireless technology, along with applicable laws, rules and regulations relating to the same change frequently.

ACCORDINGLY, Visiple LLC RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME. NOTICE OF ANY SUCH CHANGE WILL BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITES. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND THIS UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITES AND REFRAIN FROM USING THE SERVICES. We can change the conditions of this Contract at any time. We will give You as much notice as reasonably possible of any change to these conditions.

You cannot transfer or try to transfer this Contract or any part of it to anyone else.

If You do not use the Services for at least 6 months we reserve the right to remove the PIN allocated to You from the system.

Notice

Any notice under this contract must be delivered or sent by pre-paid post or by e-mail as follows:

to us at Visiple LLC Inc., 1209 N. Orange Street, Wilmington DE 19801-1120, or any other address we give You.

to us via email sent to customerservice@Visiple LLC.com.

to You at either the postal or e-mail address you gave us during the Registration Process.

Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9:00AM on the second business day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9:00 AM on the next business day after transmission.

Third Party Rights

Other than Visiple LLC, a person who is not a party to this Contract, has no right to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available by law.

The Websites may be linked with websites operated by third parties ("Third-Party Websites"). Visiple LLC does not have control over the Third-Party Websites, each of which may be governed by its own terms of service and privacy policy. Visiple LLC HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, GOODS AND SERVICES MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES.

ACCORDINGLY, Visiple LLC DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF ANY INFORMATION, MATERIAL, GOODS OR SERVICES MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES. Visiple LLC DISCLAIMS, AND YOU HEREBY

AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF THIRD-PARTY WEBSITES.

Except for Visiple LLC and the parties as and to the extent set forth in Section 10, and Visiple LLC's licensors and suppliers as and to the extent expressly set forth in Section 9, there are no third-party beneficiaries to this Agreement.

Intellectual Property RIGHTS

The Websites, all content and materials located on the Websites, and the conferencing infrastructure that delivers the Services, including without limitation the Visiple LLC name and any logos, designs, text, graphics and other files, and the selection, arrangement and organization thereof, are the Intellectual Property Rights of Visiple LLC, Visiple LLC, or their licensors. Except as explicitly provided, neither Your use of the Websites and Services, nor Your entry into this Agreement, grant You any right, title or interest in or to any such content or materials. Visiple LLC and the Visiple LLC logo, are trademarks, servicemarks or registered trademarks of Visiple LLC. The Websites are Copyright © 2017 to the present, Visiple LLC Inc., and/or Visiple LLC. ALL RIGHTS ARE RESERVED.

If You have evidence, know, or have a good faith belief that Your Intellectual Property Rights or the Intellectual Property Rights of a third party have been violated and You want Visiple LLC to delete, edit, or disable the material in question, You must provide Visiple LLC with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive Intellectual Property Right that is allegedly infringed; (b) identification of the Intellectual Property Right claimed to have been infringed, or, if multiple Intellectual Property Rights are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Visiple LLC to locate the material; (d) information reasonably sufficient to permit Visiple LLC to contact You, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the Intellectual Property Right's owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive Intellectual Property Right that is allegedly infringed.

Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between Visiple LLC and You concerning Your use of the Websites and Services. The language in this Agreement shall be

interpreted in accordance with its fair meaning and not strictly for or against party.

Severability; Waiver. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You will not assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of Your rights and obligations under the Contract without the prior written consent of Visiple LLC. Visiple LLC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under the Contract. Notwithstanding the foregoing, the Contract will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

You and Visiple LLC are independent parties, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

Governing Law

This contract is governed by the laws of the State of Connecticut in the United States of America. This Agreement, including without limitation its construction and enforcement, shall be treated as though it were executed and performed in Connecticut.

THE EXCLUSIVE JURISDICTION PROPER VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITES OR SERVICES WILL BE THE STATE AND FEDERAL COURTS IN WILMINGTON, Connecticut, USA. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITES MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER IT AROSE OR BE FOREVER WAIVED AND BARRED.