



Terms and Conditions

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE SIGNING UP FOR EDUPLEX CONNECT VIDEO CONFERENCING SERVICES. PARTICIPATION IN THE EDUPLEX CONNECT VIDEO CONFERENCING SERVICES INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT SIGN UP FOR OR PARTICIPATE IN EDUPLEX CONNECT VIDEO CONFERENCING SERVICES.

This agreement ("Agreement") between You and EduPlex (the "Company") consists of the EduPlex Connect Video Conferencing Services (the "Services") Standard Terms and Conditions ("Terms and Conditions"). A description of the Services, as generally offered by EduPlex, is available on the EduPlex website at www.eduplex.org, or such other URL as EduPlex may provide from time to time. "You" means any person or entity identified in the Account Profile form submitted by the same or affiliated persons, and/or any agency or network acting on its (or their) behalf, which shall also be bound by the terms of this Agreement.

1. This service is protected by Copyright law and has certain technology in-process with the U.S. Patent Office. Use of the Services does not constitute a license grant to any part of the system. You agree to not attempt any reverse engineering, or disclosure of features to a competing service.
2. You agree not to use the Services:
 - a. for illegal purposes;
 - b. to upload, post, publish, transmit, reproduce any
 - i. Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - ii. Content that violates or infringes in any way upon the rights of others, including Content which is inaccurate, false, hateful, threatening, abusive, offensive, harassing, unlawful, defamatory, libelous, tortuous, slanderous, invasive of privacy or publicity rights, vulgar, obscene, profane, or is racially, ethnically or is otherwise objectionable;
 - iii. Content that is pornographic, sexually explicit or contains nudity
 - iv. Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
 - v. Content that consists of links to other websites that contain Content not in compliance with these Terms and Conditions;
 - c. to harm minors in any way;

- d. to promote or provide instructions, information or advice about illegal activities, promoting physical harm or personal injury against any individual or group.
3. The Company is responsible for managing the available resources in our video conference center, which includes scheduling seating and limiting seating to the available bandwidth and processing power available at any given time. Thus, seat-hours are computed based on scheduled conference time and number of attendees, and not actual use. You are responsible for carefully selecting the number of seats in a conference that will reflect your likely actual usage. In addition:
 - a. Purchased seat-hours are not refundable, and have no cash value. They can only be used to provide video conferencing services at a time of your choosing.
 - b. Reserved seats are not refundable after a conference begins.
 - c. The Services will be limited to the preset number of conference center seats. This number will be available on the website at www.eduplex.org, and may change from time to time at The Company's sole discretion. Conferences larger than the preset number of conference center seats must be scheduled in advance by contacting The Company.
 - d. In addition to the conference center seat limitation above, certain account types may stipulate additional restrictions for the maximum number of seats in a conference, and the maximum number of simultaneous meetings under a given account.
4. The Company will not reimburse you for conference attendees that are unable to stay in the conference due to conditions outside of our control, including but not limited to internet connectivity of the attendee's computer, software issues on the attendee's computer, or problems with the attendee's ISP.
5. Use of the Services by any organization does not imply endorsement of that organization by The Company. Presenting any such implied endorsement is prohibited.
6. If You Don't Love It Promotion rules
 - a. The offer is only valid if you have actually purchased conference time.
 - b. The offer includes free use of the Services for 1 year (250 seat-hours and 4 attendees maximum)
 - c. You must provide a written statement describing in detail why you dislike our Services to qualify for the offer.
 - d. Reasons for dislike cannot include the method of operation of the Services, specifically, switching the video stream so only one person can speak at a time.
 - e. Reasons for dislike cannot include factors beyond our control, including but not limited to problems with your internet connection, or problems running the Flash Player on your computer.
 - f. Reasons for dislike cannot include absence of features we do not offer.
 - g. The Company reserves the right to terminate the offer at any time without notice.
7. THIS SITE AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, LINKS, SCRIPTS, AND PROGRAMS ARE PROVIDED "AS IS" AND

WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM USE OF THIS SITE AND SERVICES. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVERS THAT MAKES THE SITE AND SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THIS SITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THIS SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
9. Indemnification. You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, licensors and suppliers (collectively the "Provider") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your Internet account (including negligent or wrongful conduct), by you or any other person accessing the Site using your Internet account.
10. Applicable Laws. Your use of this Site shall be governed in all respects by the laws of the state of Nevada, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Site (including but not limited to the purchase of Company Products or Services) shall be in the state or federal courts located in Douglas County, Nevada.. Any cause of action or claim you may have with respect to the Site (including but not limited

to the purchase of Company Products or Services) must be commenced within one (1) year after the claim or cause of action arises. The Company's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. The Company may assign its rights and duties under this Agreement to any party at any time without notice to you.

11. Arbitration.

- a. By using this Site and Services, you agree that The Company, at its sole discretion, may require you to submit any disputes arising from the use of this Site or Services, or these Terms and Conditions concerning or, including disputes arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in this contract or its adaptation to newly arisen circumstances, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth in the previous section.
- b. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

12. General. The Company may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.