

**BullsEye Telecom  
Conferencing  
Terms and Conditions**

**1. BASIC AGREEMENT** – These terms and conditions supersede any inconsistent BULLSEYE TELECOM terms and conditions set forth in the Master Services Agreement. For purposes of these Conferencing Terms and Conditions, “Agreement” shall have the definition given in the Master Service Agreement.

**2. USE OF SERVICES.**

- a. Customer is responsible for maintaining the confidentiality of Customer’s account and owner numbers and necessary conference codes, passwords and personal identification numbers used in conjunction with the Services. Customer agrees to promptly notify BULLSEYE TELECOM of any unauthorized use of Customer’s account of which Customer becomes aware. Customer is responsible for all uses of the Services in connection with its account, whether or not authorized by Customer.
- b. Customer is the sole owner of content and is solely responsible for the content of all conference communications (visual, written or audible) using Customer’s account. Customer represents and warrants that Customer shall comply with all laws, rules and regulations while using the Services, shall not transmit any communication that violates any law, rule, or regulation, shall not violate any third party rights in using the Services, and shall not use the Services in any way that damages the property of BULLSEYE TELECOM or any of BULLSEYE TELECOM’s third-party service providers (each, a “Service Provider”), or interferes with or disrupts BULLSEYE TELECOM’s or any Service Provider’s system or other users of the Services.
- c. If the Services are used to send fax, email, phone or other outbound messages (“Messages”) to recipients (the “Recipients”), Customer represents and warrants that it has the legal right to send all Messages to the Recipients including obtaining any required consents from the Recipients. Customer acknowledges that it is the sender of all Messages and BULLSEYE TELECOM and/or its Service Providers are acting at Customer’s direction as the broadcaster of the Messages.
- d. Customer acknowledges and agrees that for conferences conducted utilizing any recording feature of the Service, Customer is responsible for and obligated to provide notification to the participants prior to commencement of said conference that this is a "recorded session."
- e. Customer acknowledges and agrees that any dial-in numbers may be reclaimed at any time.
- f. Certain additional services that may be made available through the Services may be provided by third-parties, and the use of such services may be subject to the third-party’s terms and conditions. To the extent it uses any such additional services, Customer will comply with any third-party’s terms and conditions that may apply.

**3. WARRANTY DISCLAIMER** – BULLSEYE TELECOM AND/OR ITS SERVICE PROVIDERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

**4. LIMITATION OF LIABILITY** – IN NO EVENT SHALL BULLSEYE TELECOM OR ITS SERVICE PROVIDERS BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR OTHER BENEFIT.

**5. RATES FOR AUDIO CONFERENCING RESERVATIONLESS SERVICE** – A minimum charge of \$7.50 or equivalent usage at \$0.079 per minute applies for each Reservationless Conference. The usage rate of \$0.079 per minute, per participant applies for all calls connected to the Customers access number. Customer will have its own conference number assigned to it. Calls may operate 24 hours a day 7 days a week. Customer will pay for all usage on its assigned conference number and pass code. A Reservationless Conference call will support up to a maximum of 125 participants.

**6. RATES FOR WEB CONFERENCING SERVICE** – The usage rate of \$0.159 per minute, per participant applies for all participants connected to the Customers web conference. Customer will be provided a conference URL and login information assigned to each scheduled web conference event. Web events may be scheduled 24 hours a day 7 days a week. Customer will pay for all usage on its dedicated web conference event account. A web conference will support up to a maximum of 3,000 participants.

**7. RATES FOR OPERATOR ASSISTED EVENT BASED AUDIO CONFERENCING SERVICE** – The usage rate of \$0.299 per minute, per participant applies for all calls connected to the Customer's conference access number for a Operator Assisted Event of 25 participants or less. The usage rate of \$0.320 per minute, per participant applies for all calls connected to the Customer's conference access number for an Operator Assisted Event of 26 participants or more. BullsEye reserves the right to assess cancellation charges as well any oversubscription fees for unused conference ports or cancelled calls. Customer will be provided a unique conference access number and PIN assigned to each scheduled Operator Assisted conference event. Operator Assisted Event Based Audio Conferences may be scheduled 5 days in advance of the scheduled event. Customer will pay for all usage on its dedicated event conference number. An Operator Assisted Event Based Conference call will support up to a maximum of 3,000 participants.

**8. ADDITIONAL CHARGES** – Customer is responsible for all additional charges related to Services that may be ordered, including: Post Conference Emails, Recording and Playback, CD or ZIP archiving, Transcription, Web Conferencing, Operator Assist, Event Based Operator Assisted Audio Conferencing, Usage Surcharges, and/or other services ordered at Customer request or in support of providing conferencing based services to the Customer on its BULLSEYE TELECOM conferencing account.