

Terms of Service

IMPORTANT - READ CAREFULLY: The IZICnf and IZICnf International products <http://www.IZICnf.com> (individually "the Product, or collectively "the Products") is owned and operated by IXO Systems Oy ("IXO"), and is provided to you ("You") under the terms and conditions of these IXO Systems' Terms of Service ("the Terms"), which include the IXO's Privacy Policy and Registration Form available through the hyperlinks below. BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS AND CLICKING THE "SUBMIT" BUTTON, YOU REPRESENT AND WARRANT THAT YOU: (i) ARE AUTHORIZED TO SIGN FOR AND BIND THE CONTRACTING PARTY AND (ii) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 9 AND 10 BELOW.

1. DESCRIPTION OF PRODUCT. IZICnf is a toll-based conference calling service. It allows users from multiple locations to dial a phone number, enter access code, - and interconnect their phone lines. IXO provides free use of its conferencing equipment to registered users. All callers are individually responsible for paying any incurred long distance phone charges.

2. REGISTRATION. To use the Product, You must submit a complete IZICnf registration form, which is available at www.IZICnf.com, on your behalf. As part of the registration process for the Product, You agree to: (1) provide certain limited information about You as prompted (such information is to be current, complete and accurate), and (2) maintain and update this information as required to keep it current, complete and accurate. The information requested on original sign-up shall be referred to as registration data ("the Registration Data"). If IXO discovers that any of your Registration Data is inaccurate, incomplete or not current, IXO may terminate your right to access and receive the Product immediately upon notice. IXO will evaluate the registration application in good faith and will notify You in a timely manner regarding acceptance or rejection. IXO may reject a registration application if it determines in its sole discretion that the user is not an appropriate subscriber or user of the Product. IXO reserves the right to refuse to render its service to any user who has cancelled a number of previous IXO service accounts. In such cases, IXO does not need to provide a reason for its rejection. If IXO rejects your application, You may reapply and IXO will reconsider the application. You can not register for this service if You are under 18 years. By registering for this service, You confirm, that You are 18 years or older. Upon acceptance of this Terms and completion of the registration process You will have opened an account with IXO and will become a subscriber to the IZICnf service.

3. SERVICES

(a) Feedback. IXO may ask users to provide certain information to use the Product. The requested information may include users' call feedback, data on users' survey, and data on polling as conducted on the www.IZICnf.com site or through call detail reports. Failure to participate in feedback, survey, or polling events may result in terminating Your right to access and receive the Product. In addition to Your obligations to submit feedback, You agree You will not (i) submit any feedback not based on direct experience with the Product, nor (ii) attempt to manipulate the feedback by posting feedback more than once with respect to a particular experience or set of related experiences (except if such information is requested in more than one category), or (iii) by posting feedback from an account other than the IXO account assigned to You.

(b) Fees. There are no fees for the Products. Your long distance carrier may impose long distance charges associated with your calling plan. Check with your long distance carrier for more information.

Although IXO does not anticipate any changes to its policy of offering "For Free" products, IXO reserves the right to institute new charges for access to or use of the Products at any time upon not less than thirty (30) days' notice to its customers. In addition, all changes will be posted at www.IZICnf.com. It is customer's responsibility to regularly review pricing information for changes posted in the Terms. Continued use of the Products by a customer or non-termination of the

Products after changes posted, constitutes the customer's acceptance of the prices and/or other changes.

4. USER CONDUCT AND PROPRIETARY RIGHTS

(a) No Resale or Commercial Use of the Products. Your right to use the Products is personal, and belongs to You only. You may be either an individual, or a corporation or business entity, and You agree not to resell the Product, other materials or any information obtained by You with respect to the Products without a written consent of IXO.

(b) Conduct. You are solely responsible for the content of Your transmissions through the Products. IXO does, however, reserve the right to take any action with respect to the Products that IXO deems necessary or appropriate in IXO's sole discretion, if IXO believes You or your transmissions or use of the Products may create liability for IXO. Your use of the Products is subject to all applicable local, state, national and international laws and regulations (including, without limitation, governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising laws and regulations). You agree: (1) to comply with the laws of Finland, rules and other regulations applicable in connection with the Product; (2) not to use the Products for illegal purposes; (3) not to interfere or disrupt networks connected to the Products; (4) not to use the Products to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (5) not to transmit through the Products, feedback, or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You will not attempt to gain unauthorized access to other computer systems and You will not interfere with another user's use and enjoyment of the Products.

(c) Proprietary Rights. The Products, IXO, and the IZICConf logo, and other names, logos, icons and marks identifying IXO's products and services are trademarks of IXO and may not be used without a prior written permission of IXO. You may not copy, reproduce, distribute, lease, loan, rent, timeshare, deliver or otherwise transfer, directly or indirectly, the account access granted to You (in whole or in part) or create derivative works of this service without expressly being authorized to do so by IXO. Further, You may not reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code from the Products. All rights not expressly granted in the Terms are reserved to IXO.

5. PRIVACY. IXO's use of any personal information You provide to it is set out in IXO's current [Privacy Policy](#).

6. MODIFICATIONS. IXO may amend the Terms at any time by (i) posting a revised Terms of Service document on www.IZICConf.com, and/or (ii) sending information regarding the Terms' amendment to the email address You provided to IXO. You are responsible for regularly reviewing the www.IZICConf.com site to obtain timely notice of such amendments. You manifest intent to accept these amended terms, if You continue to use your membership account after such amended terms have been posted or information regarding such amendment has been sent to You. Otherwise, the Terms may not be amended, except signed in writing by both parties. IXO reserves the right to modify or discontinue the Product with or without a personal notice to You, based on the above terms of modifications. IXO shall not be liable to You or any third party, should IXO exercise its right to modify or discontinue the Product.

7. PASSWORD AND SECURITY. IXO will initially generate your dial-in numbers, access codes and/or

passwords for access to your IXO account. You agree to carefully safeguard all of your account information. You are solely responsible, if You do not maintain confidentiality of your IXO account information. Furthermore, You are solely responsible for any and all activities that occur under your IXO account. You agree to immediately notify IXO about any unauthorized use of your account, or any other breach of security known to You, including if You believe that your IXO account information has been stolen or otherwise compromised.

8. TERMINATION. IXO may immediately terminate Your membership and right to use the Product, if (a) You breach the Terms; (b) IXO is unable to verify or authenticate any information You provide to IXO; (c) such information is inaccurate; or (d) IXO decides, in its sole discretion, to discontinue offering the Product. IXO shall not be liable to You or any third party for termination of the Product. You may terminate this agreement with or without cause at any time, effective immediately upon written notice to IXO. Should You object to any terms and conditions of the Terms or any subsequent modifications thereto or become dissatisfied with the Product in any way, your sole recourse is to immediately: (a) discontinue use of the Product; (b) terminate your membership; and (c) notify IXO of termination. Upon termination of membership, your right to use the Product immediately ceases.

9. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. IXO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IXO MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE, NOR DOES IXO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXO OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL IXO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF IXO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IXO'S LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO 50 euro. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. INDEMNITY. You hereby agree, at your expense, to indemnify, defend and hold IXO harmless from and against any loss, cost, damages, liability or expense arising out of or relating to (a) a third-party claim, action or allegation of infringement based on information, data, files or other content submitted by You; (b) any fraud or manipulation, or other breach of these Terms by You; or (c) any third-party claim, action or allegation brought against IXO arising out of or relating to a dispute between you and/or your associated users, of any IXO products and services, over the terms and

conditions of a contract or any other promise, agreement or attempted agreement for the purchase, sale or use of any product or service.

12. GENERAL TERMS. The Terms are governed in all respects by the laws of Finland as such laws are applied. Both parties submit to personal jurisdiction in Finland and further agree that any cause of action relating to these Terms shall be brought in a court in Helsinki, Finland. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. IXO's failure to act with respect to a breach by You does not waive IXO's right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. The Terms shall inure to the benefit of and be binding upon each party's successors and assigns. IXO shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond IXO's reasonable control. Unless otherwise provided in the Terms, any notice required or permitted to be given under the Terms shall be delivered (i) by hand; (ii) by registered or certified mail, postage prepaid and return receipt requested to the address provided by the other party, or to such other address as a party may designate by written notice in accordance with this Section 12 of the Terms; (iii) by overnight courier or (iv) by electronic mail with confirming letter mailed under the conditions described in (ii). Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered. The Terms constitute the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, proposals, agreements, negotiations and discussions between the parties, whether written or oral.

You understand and agree that You are solely responsible for periodically reviewing the Terms. You must report any violations of the Terms. To do so, please send an email to support@ixo.fi for assistance.