



**IWEBVISIT.COM, LLC**

**TERMS OF USE**

**Effective: 05/01/2019**

**BY OPENING AN ACCOUNT, USING OR ACCESSING THE IWEBVISIT.COM (“IWV”) WEBSITE, OR BY PARTICIPATING IN A CONFERENCE, YOU THEREBY AGREE TO COMPLY WITH AND BE BOUND TO THE FOLLOWING TERMS OF USE AND PRIVACY POLICY AS MAY BE AMENDED FROM TIME TO TIME AS A WRITTEN AGREEMENT BETWEEN YOU AND IWV (“AGREEMENT”).**

**ANYONE WHO USES THE SITE THROUGH YOUR COMPUTER OR OTHER DEVICE AND ANYONE WHO PARTICIPATES IN A CONFERENCE USING YOUR ACCOUNT THEREBY AGREES TO COMPLY WITH AND BE BOUND BY THE TERMS OF THIS AGREEMENT.**

**IF YOU DO NOT WISH TO COMPLY WITH OR BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE (OR PERMIT ANYONE ELSE TO ACCESS OR USE) THE SITE, SERVICES, OR CONFERENCE CAPABILITIES THEREOF. ANY FAILURE TO COMPLY WITH ANY TERMS OR CONDITIONS STATED HEREIN IS A BREACH OF THIS AGREEMENT WHICH MAY RESULT IN TERMINATION OF THE AGREEMENT WITHOUT REFUND AND CIVIL AND CRIMINAL PENALTIES.**

**1. Definitions**

Capitalized terms used and not defined elsewhere in this Agreement have the following meanings:

- a. “Affiliate” means any direct or indirect IWV parent or subsidiary, any entity that has common equity ownership with IWV (whether wholly, majority or minority owned by the common owner), and any IWV officer, director, employee, consultant, agent, representative, joint venture or joint venture partner or its parent, subsidiary or other entity, and any licensor of or software and support provider to IWV who shall be deemed to be express third-party beneficiaries to this Agreement.
- b. “Agreement” means these Terms of Use and Privacy Policy as may be amended from time to time.
- c. “Conference” means, collectively, a unique web conference session hosted and delivered through the Site, the Software and the Services, and all data, packets, information, communication or other material transmitted, copied, uploaded, transferred, controlled, downloaded, recorded (whether or not recorded with IWV functionality or any other installed or stand-alone device or medium) or otherwise made available with respect to such unique conference session, including your Content.
- d. “Confidential Visitor” means a Visitor whose communication with an Incarcerated Person has been granted confidentiality under the Rules and Regulations of a Participating Facility.
- e. “Content” means any data, packets, information, communication or other material that is transmitted, copied, uploaded, transferred, controlled, downloaded, recorded (whether or not recorded with IWV functionality or any other installed or stand-alone device or medium) or otherwise made available through the Site, the Software and the Services or in a Conference whether or not using your Log-In Information, including without limitation any and all documents, articles, transcripts, audio clips, caricatures, computer programs, designs, icons, illustrations, images, logos, multimedia, photographs, sounds, text, trademarks, video clips, Personally Identifiable Information, identities and likenesses of persons, recordings, and any other spoken, written or electronic expressions or works.
- f. “Incarcerated Person” means any individual incarcerated in a Participating Facility with whom a Conference is or can be scheduled or conducted using the Site, the Software and/or the Services.

- g. “IP Rights” means (i) patents, pending patent applications, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, know-how, trade secrets and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and (iii) applications, extensions and renewals in relation to any such rights.
- h. “iWebVisit.com” or “IWV” means iWebVisit.com, LLC, a Nevada limited liability company and its Affiliates.
- i. “Personally Identifiable Information” means any information collected or maintained by IWV that identifies you, or could be used to identify you or any Visitor, including without limitation, such person’s full name, address, e-mail address, social security number, country of residence, telephone and facsimile numbers, employer’s name and address and job title, payment information and any other identifier that permits the physical or online contacting of such person or personally identifiable information that is gathered from your computer and you or any Visitor during any use of the Site, the Software and/or the Services. All Personally Identifiable Information may be subject to verification by IWV or a Participating Facility.
- j. “Participating Facility” means any correctional facility having a current contract or other agreement or arrangement with IWV to provide Services and Conferences through the Site, the Software and/or the Services.
- k. “Privacy Policy” means the terms and conditions of the IWV Privacy Policy, as amended and in effect at any time, as set forth herein.
- l. “Rules and Regulations of the Participating Facility” means the rules and regulations each Participating Facility may promulgate and amended from time to time with or without notice in relation to visitation, communications, Conferences and the use of the Site, the Software and/or the Services, such rules and regulations being specifically incorporated herein by reference.
- m. “Service Request” means any written or electronic order that is initiated by you or any other individual using your account and accepted by IWV, or any other methodology whereby you obtain or any individual using your account obtains access to and uses the Site, the Software and/or the Services, or any Conference related thereto, whether or not you have or any other person has paid anything to IWV for such use.
- n. “Services” mean, as the context requires, (i) the web conference functions used or to be used by you or any Visitor through any applicable Service Request; or (ii) any other functions utilized or made available by or to you or any other Visitor in conjunction with accessing the Site, the Software and/or the Services.
- o. “Site” means www.iWebVisit.com, any sub-domains thereof and any successor websites.
- p. “Software” means the proprietary software and all associated documentation and other materials utilized or made available by and to you or any other Visitor by IWV to participate in a Conference or for use in accessing and/or using the Site, the Software and/or the Services.
- q. “Visitor” means any individual, including but not limited to you, who uses the Site, the Software and/or the Services through your computer or other device and anyone who participates in a Conference using your account, including any Incarcerated Person

## **2. Grant of User License**

Subject to the continued compliance with the terms and conditions of this Agreement by you and any Visitor using your account, iWebVisit.com hereby grants to you a personal, non-commercial, non-exclusive, non-sublicensable, no assignable, non-transferable, revocable limited license to access and use the Site and the Software for the sole purpose of holding one or more Conference(s) with Incarcerated Person(s) at Participating Facilities pursuant to these Terms of Use and Privacy Policy, and the Rules and Regulations of the applicable Participating Facility(ies)(“License”). Upon the expiration, termination, violation or other breach of this Agreement, the License will immediately and automatically cease without liability to IWV.

## **3. Ownership of Site, Software and Services**

The Site, including text, graphics, images and look, feel and functionality of the Site, and all brand names, graphics, logos, product names, service marks, domain names, trademarks and trade names relating to the Site, the Software and/or the Services (collectively, the “Marks”) are the property of IWV and/or its Affiliates and are protected by copyright and trademark/service mark laws and all other applicable intellectual property laws, whether by statute or common law, of the United States, its constituent states and territories, and all foreign governments and international organizations. IWV hereby specifically asserts and reserves for itself all rights in such copyrights, trade and services marks and other intellectual property to the fullest extent possible under all applicable law. Nothing in this Agreement intends to transfer any such intellectual property rights to you. The rights set forth in Paragraph 2 have been licensed, not sold, to you, and you are only entitled to the limited use of the Site,

the Software and/or the Services as set forth in and under the terms and conditions of this Agreement. IWV and its Affiliates retain all right, title and interest (including without limitation all IP Rights) relating to or embodied in the Site, the Software, the Services, and the Marks, and all technology, software and copies relating thereto. Any unauthorized use or use inconsistent with the terms and conditions set forth herein of the IP Rights, Site, Software, Services or Marks is a violation of this Agreement and immediately terminates the License without notice or opportunity to cure.

#### **4. Use of Site, Software and Services**

a. Use of the Site allows you to schedule, initiate and participate in Conferences with Incarcerated Persons at any Participating Facility in accordance with this Agreement and the Rules and Regulations of the Participating Facility. To participate in a Conference, you must have a webcam, a headset or speakers, a microphone and the other minimum system requirements as listed on the Site, as may be modified from time to time. Prior to your first Conference, you must register and provide an e-mail address and password to create a log-in ID (collectively, the "Log-In Information"). When you wish to schedule a Conference, you will be required to provide information on the Incarcerated Person(s) with whom you are requesting to hold a Conference. You will then be required to provide payment and contact information, including certain Personally Identifiable Information that IWV and/or the relevant Participating Facility may require. We will use this information only in accordance with our Privacy Policy and may use the information to, among other things, verify your identity and the identity of the Incarcerated Person(s), and obtain bank card authorization. You are required to regularly update and keep all Personally Identifiable Information current. All Personally Identifiable Information may be subject to verification by IWV or a Participating Facility at any time, and the failure of such verification may result in your inability to use the Site, the Software and/or the Services.

b. You are solely responsible for all activity occurring with the use of your Log-In Information. Accordingly, IWV strongly suggests that you keep your Log-In Information confidential and not share your Log-In Information with third parties. IWV disclaims all obligations, responsibility or liability with regard to your use, distribution, disclosure or management of your Log-In Information. IWV disclaims all liability for any loss, damages or other claims to or by you or any third party (including Incarcerated Persons) that may incur as a result of any third party using your Log-In Information, either with or without your knowledge or consent. IWV may require you to discontinue use of and/or change your Log-In Information if it is inconsistent with the terms of this Agreement or is unable to be accepted by the Software. You agree that IWV may act in reliance upon your Log-In Information without investigation, and as such IWV will not be required to inquire into the truth or accuracy, or evaluate the merits of, your Log-In Information or any statement or representation contained in any notice or document presented by you in relation to your account or your use of the Site, the Software and/or the Services. Any person using your Log-In Information, with or without your knowledge or consent, shall be deemed to have actual authority to engage in transactions using the Site, the Software and the Services, and all such transactions are hereby authorized and approved by you to be charged to the payment information you provided, and you hereby agree to pay and immediately indemnify, defend and hold harmless IWV and its Affiliates from any liability, claim or damages arising from or relating to any such transactions.

c. You shall comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with any Conference and your use of the Site, the Software and/or the Services, including but not limited to those related to data privacy, international communications and the transmission of technical or personal data, and the recording of conversations. You shall: (i) notify IWV immediately of any unauthorized use of any password, account, or Personally Identifiable Information, or any other known or suspected breach of any account or of any IWV security measure; (ii) immediately report to IWV and use reasonable efforts to stop any copying or distribution of Content that is unauthorized or contrary to the terms of this Agreement and is known or suspected by you or anyone accessing the Site with your Log-In Information; and (iii) not impersonate or otherwise assume the identity of another IWV user or in any manner provide false identity information to gain access to or use the Site, the Software and/or the Services.

d. You must be at least 18 years of age to use [iWebVisit.com](http://iWebVisit.com), or you must be accompanied by an adult while conducting remote visits. Any visitor who appears to be under the age of 18 and is not accompanied by an adult, will be blocked from visiting until proof of age is provided with a valid, state-issued photo identification.

e. You acknowledge and agree that participation in a Conference and use of the Site, the Software and/or the Services by you or anyone authorized by you (including but not limited to any Incarcerated Person) is an optional and voluntary way to communicate with an Incarcerated Person. Therefore, you hereby waive any right to assert that this Agreement or any term or condition herein, is unfair, unconscionable or is a contract of adhesion. By participating in a Conference, you (i) agree to pay the posted rates and any other related fees for such Conference, and (ii) release, covenant not to sue, indemnify and hold harmless IWV and its Affiliates, and any Participating Facility, for any claims arising out of any Conference or the prices and other fees charged therefore, including without limitation any state, federal or foreign claims for anti-trust violations, equal protection rights, freedom of speech and association, and Fourth Amendment and Fourteenth Amendment claims.

f. The credit or debit card and all other payment information supplied by you to IWV is, and shall at all times be, true, correct and complete, and you represent and warrant that you are authorized to use such credit or debit card or other payment option, and that your credit or debit card or other financial services company will honor such payments. Throughout the term of this Agreement and until all amounts due from you have been paid in full, you hereby authorize IWV to charge to or debit from any credit or debit card or other payment device provided by you to IWV all amounts due under this Agreement, including without limitation all payments, taxes and additional fees. If the card or other payment device cannot be verified, is invalid or is not otherwise acceptable, your access to the Site, the Software and/or the Services may be deferred, suspended or cancelled by IWV without notice, and IWV may generate one or more invoices for payment by you. In addition, IWV reserves the right to charge and collect from you, and you hereby agree to accept and pay a “bad account” fee of twenty-five dollars (\$25.00) for each declined or rejected credit or debit card transaction or other failed payment attempt. IWV may require a secondary credit or debit card number or other backup payment information to be used if payment by your primary credit or debit card or other payment option is declined. You shall be responsible for and shall immediately pay to IWV, upon demand, any payments made to IWV on your credit or debit card or other payment option that are subject to a subsequent reversal. Questions regarding charges must be brought to the attention of our support department within ninety (90) days after the charge in question is incurred. Unless otherwise specified in the applicable Service Request: (a) all charges by IWV are incurred and must be paid in United States dollars, regardless of the location of you, any Visitor or any Incarcerated Person; and (b) all charges exclude applicable taxes, duties and similar fees, which will be separately charged to and payable by you.

g. As the Site and any Conference may be transmitted through public internet lines and networks, there may be power outages or internet service disruptions outside of IWV’s control, and therefore IWV cannot warrant or otherwise guarantee the performance of the Site without error or interruption or the quality or the error-free and uninterrupted conduct of any Conference. The use of the Site, the Software and/or the Services and the conduct of any Conference is at your own risk. IWV offers no warranty or other guarantee, and assumes no responsibility or liability of any type with respect to, any third-party services, including without limitation any liability resulting from incompatibility between the Site, the Software and/or the Services and any third-party services, and you hereby release and covenant not to sue IWV or its Affiliates, or any Participating Facility, from or for any claim or damages related to such third-party services. The use of the Site, the Software and the Services, and the downloading or other use of any information or materials therefrom, shall be done solely at your own discretion and risk and with your understanding that you will be solely responsible for any damage to your computer system, mobile device or other electronic equipment, or any loss of data or other harm, that results from such activities. IWV shall have no liability or other responsibility if the Software has been altered in any way, whether by you or by a third party, or for any failure that arises out of your use of the Site, the Software and the Services with any hardware configuration, platform or operating system, including without limitation any failure related to or arising from your inability to connect to or to access the Site, the Software and/or the Services due to problems related to your computer, mobile device or other hardware, software, network, network setup or security, or your Internet service provider or any other similar problem.

h. Your ability to participate in a Conference and to access and use the Site, the Software and/or the Services may require the payment of third-party fees and charges (including but not limited to telephone toll charges, airtime charges or Internet service provider fees, or fees or taxes imposed on Internet services, credit card fees, sales or use taxes by governmental agencies, etc.). You shall be responsible for paying all such fees, charges and taxes related to the use of the Site, the Software and/or the Services, or the scheduling, initiation or conduct of any Conference, by you or anyone with access to your account; provided, however, that you shall not be responsible for any breach of account security resulting from the negligence of IWV and from no act or omission on your part, and which results in the unauthorized use of your account credentials by any person. IWV is not responsible for providing, maintaining or the proper operation of any equipment you need to be able to participate in a Conference or to access or use the Site, the Software and/or the Services, including the minimum system requirements listed on the Site.

i. You acknowledge and agree that the Site, the Software and/or the Services are not available in certain countries or to certain persons, the identity and composition of which may change from time to time in the sole discretion of IWV, including without limitation actions necessary to comply with current applicable laws and regulations. IWV reserves the right to deny access to and use of the Site, the Software and/or the Services, or the scheduling, initiation or conduct of any Conference, from any country, jurisdiction, geographic region or person at any time and for any reason whatsoever, including without limitation to comply with applicable law. In addition, you understand and acknowledge that visitation rules for Conferences may differ for each Participating Facility and for each Incarcerated Person due to a wide variety of conditions, and that IWV has no ability or obligation to ensure that any Incarcerated Person is available for any specific Conference or for conferencing in general. Accordingly, you hereby release and covenant not to sue and hold harmless IWV and its Affiliates and any Participating Facility(ies) for an Incarcerated Person’s inability or restricted ability to participate in any Conference.

j. You understand and acknowledge that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin. Without limiting the foregoing, you acknowledge that the

Site, the Software and the Services are or may be an “encryption item” subject to controls under the Export Administration Regulations promulgated by the United States Department of Commerce and other export control laws of the United States or other countries. You agree that you will abide by United States and other applicable export control laws, including without limitation refraining from engaging in any export or re-export of the Site, the Software and/or the Services in any form or manner that does, or may, constitute a violation of the export control laws of the United States or any foreign jurisdiction. In addition, you will not use or permit the use of the Site, the Software and/or the Services or conduct any Conference to transmit information that may constitute a violation of the Export Administration Regulations or other applicable export control law of the United States or other country.

k. The Site may include links that will take you to other websites outside of the Site, including further links in any third party website (collectively, the “Linked Sites”). Linked Sites are provided by IWV as a convenience, and the inclusion of such links does not imply any endorsement by IWV of any Linked Site. IWV has no control over the content, operation or availability of any Linked Sites. IWV and its Affiliates are not, and under no circumstances shall be, responsible for any content, operation, availability of any Linked Site or any product or service offered thereon, and/or any changes or updates thereto. You acknowledge and agree that your election to access any Linked Site shall be made solely at your own risk. You further acknowledge and agree that IWV is not responsible for any form of transmission (*e.g.*, webcasting) received from any Linked Site.

l. You agree not to use, or permit anyone else to use, the Site, the Software, the Services and/or any Conference to engage in, promote or in any way further or support any criminal or otherwise illegal activity by any person or organization, or to avoid, hinder or otherwise limit or prevent the discovery, investigation or prosecution of any criminal or illegal activity, or the discovery, investigation, apprehension or prosecution of any person engaged in or accused by any governmental entity of being engaged in, any criminal or otherwise illegal activity; provided, however, that nothing in the foregoing is intended to limit the rights of any person, including any Incarcerated Person, to consult with and seek and obtain the advice of counsel or to plan and implement a defense in any criminal proceeding as may otherwise be permitted by applicable law.

m. If IWV or any Participating Facility becomes aware of any actual or possible violation of any provision of this Agreement by you or anyone using your account, IWV and such Participating Facility reserve the right to investigate such actual or possible violation and IWV may, at its sole discretion, immediately and without prior notice to you (i) terminate this Agreement (including the License granted herein), (ii) terminate, suspend, or limit any use of the Site, the Software and/or the Services, (iii) terminate, suspend or limit any scheduled or active Conference, or (iv) change, alter or remove Content, in whole or in part. If, as a result of any such investigation, IWV or a Participating Facility believes that any violation of Paragraph 4(k) above has occurred or is occurring, IWV and such Participating Facility(ies) reserve the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. In connection with any investigation, IWV and a Participating Facility may (except to the extent prohibited by applicable law) disclose to law enforcement or any other government officials such information as IWV and the Participating Facility(ies) in their sole discretion believe necessary or appropriate, including any information about you or any other individual that is in the possession of IWV and/or a Participating Facility in connection with a Conference or the use of the Site, the Software and/or the Services, including Personally Identifiable Information.

## **5. Recording and Non-Expectation of Privacy**

a. The ability of each Participating Facility to intercept, monitor and record the Content of every Conference is a requirement of each Participating Facility’s contract with IWV and is necessary to construct, maintain, conduct and operate the Site, the Software and the Services. Accordingly, the Site, the Software and the Services specifically allow a

Participating Facility to intercept, monitor and record the Content of every Conference. You understand, acknowledge and consent that a Participating Facility has the right to and will intercept, monitor and record the visual and audio Content of any Conference with an Incarcerated Person, and will be a participant in every Conference and an intended recipient of any Content thereof, unless you have been registered and accepted by the Participating Facility as a Confidential Visitor as set forth in Paragraph 5(f) below.

b. Notwithstanding Paragraph 5(a) above, the laws of some jurisdictions may require the giving of notice to, or the receipt of consent from, individuals prior to intercepting, monitoring and/or recording the contents of a communication and/or sharing Personally Identifiable Information, and/or that a person may request to have their electronic mail address or other Personally Identifiable Information kept confidential.

c. UNLESS YOU HAVE BEEN REGISTERED AND ACCEPTED AS A CONFIDENTIAL VISITOR, YOU HEREBY SPECIFICALLY ACKNOWLEDGE AND CONSENT THAT (i) THERE IS NO EXPECTATION OF PRIVACY OF ANYONE PARTICIPATING IN A CONFERENCE, ANY CONTENT OF A CONFERENCE OR ANY PERSONALLY IDENTIFIABLE INFORMATION REQUIRED TO PARTICIPATE IN ANY CONFERENCE AND (ii) YOUR

PERSONALLY, IDENTIFIABLE INFORMATION AND BOTH THE AUDIO AND VISUAL COMPONENTS OF ALL CONTENT AND CONFERENCES WILL BE INTERCEPTED, MONITORED, RECORDED AND USED BY THE PARTICIPATING FACILITY(IES) AND/OR IWV.

d. UNLESS YOU HAVE BEEN REGISTERED AND ACCEPTED AS A CONFIDENTIAL VISITOR, YOU HEREBY SPECIFICALLY AUTHORIZE THE PARTICIPATING FACILITY AND/OR IWV TO (i) INTERCEPT, MONITOR, RECORD, REPRODUCE, COPY, DISPLAY, TRANSMIT, UPLOAD, DOWNLOAD, MODIFY, MAINTAIN AND PUBLISH ANY CONTENT, INCLUDING ANY AUDIO AND VISUAL CONTENT OF ANY CONFERENCE, AND YOUR PERSONALLY IDENTIFIABLE INFORMATION AND (ii) STORE AND SHARE SUCH INFORMATION WITH THIRD PARTIES INCLUDING, WITHOUT LIMITATION, ITS AFFILIATES, MARKETING PARTNERS, AND GOVERNMENTAL AND/OR LAW ENFORCEMENT PERSONNEL, WITHOUT THE NEED FOR A SUBPOENA, WARRANT, COURT ORDER OR AUTHORIZATION FROM YOU.

e. UNLESS YOU HAVE BEEN REGISTERED AND ACCEPTED AS A CONFIDENTIAL VISITOR, YOU HEREBY RELEASE AND COVENANT NOT TO SUE, INDEMNIFY AND HOLD HARMLESS IWV AND ITS AFFILIATES

AND ANY PARTICIPATING FACILITY FROM ANY CIVIL CLAIM OR CRIMINAL COMPLAINT RELATED TO THE INTERCEPTION, MONITORING, AND RECORDING OF ANY CONTENT OF ANY CONFERENCE, ANY PERSONALLY IDENTIFIABLE INFORMATION, AND ANY SUBSEQUENT USE, PUBLICATION OR SHARING THEREOF, INCLUDING, WITHOUT LIMITATION, ANY STATE OR FEDERAL WIRETAP, EAVESDROPPING, STORED COMMUNICATIONS, OR INVASION OF PRIVACY STATUTES, TITLE III OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT (18 U.S.C. §§ 2510-2521), 18 U.S.C. §§2701- 2720, NEVADA REVISED STATUTE §§ 200.610-200.690, CALIFORNIA PENAL CODE §§ 630-637.9, AND ANY SIMILAR OR RELATED ACTS OR CLAIMS.

f. If you wish to be treated as a Confidential Visitor, you must register with and be accepted as a Confidential Visitor by the Participating Facility and register as such on the Site prior to any Conference. Upon acceptance as a Confidential Visitor by the Participating Facility, and registration on the Site as a Confidential Visitor, the Conference between a Confidential Visitor and an Incarcerated Person at the Participating Facility will not be recorded and the consent, releases and waivers in Paragraphs 1(a)-(e) shall not apply; provided, however, that (i) for any Conference you participate in prior to being accepted by a Participating Facility as a Confidential Visitor and registering as such on the Site, or for which you fail to properly register as such on the Site, you hereby consent to the interception, monitoring, recording and use of all Personally Identifiable Information, Conferences and Content within such Conferences as set forth in Paragraphs 1(a)-(e) above and all releases set forth in Paragraphs 1(a)-(e) above shall apply, (ii) even if you are a Confidential Visitor and have properly registered as such on the Site, but the Content of a Conference is nevertheless being recorded inadvertently and notice of such recording is being displayed during a Conference, or you otherwise know the Conference is being recorded, and in either case you continue to participate in the Conference, you will be deemed to no longer have an expectation of privacy within such Conference and shall be deemed to have consented to the interception and recording of such Conference and Content and shall be deemed further to have released IWV and its Affiliates and any Participating Facility to the same extent as is set forth in Paragraphs 1(a)-(e) above.

## **6. Content**

a. You (i) are solely responsible for the form, content and accuracy of any Content placed on the Site by you or anyone with access to your account, (ii) are solely responsible for the making and keeping of back-up copies of any or all Content, if desired, (iii) acknowledge that any reliance on material posted by other users will be at your own risk, and (iv) agree to comply with all applicable laws, to obtain all necessary consents, and to make all necessary disclosures before using the Site, the Software and/or the Services, including without limitation when using the recording feature. When you participate in a Conference, you are responsible for the entire field of view of your camera, and any information that is visible via your camera to any other Conference participant may be recorded and transmitted by that participant as well as recorded and stored by iWebVisit.com and the Participating Facility.

b. IWV (i) does not warrant or guarantee the truthfulness, accuracy or reliability of any Content posted by users or endorse any opinions expressed by any user, (ii) has no obligation or ability to screen a Conference or Content in advance, (iii) is not responsible for screening or monitoring Content posted by any participant in a Conference, and (iv) has no responsibility or liability for the deletion of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the Site, the Software and/or the Services), or for the security, privacy, storage or transmission of other communications originating from any Conference or otherwise involving use of the Site, the Software and/or the Services.

c. If Content is posted in a Conference which, in the sole opinion of IWV does not conform to this Agreement, IWV and/or a Participating Facility may investigate the allegation and determine in its sole discretion whether to remove such Content, terminate the License granted herein, or suspend or terminate your, any Incarcerated Person's or any third party's ability to participate in a Conference, or to use the Site, the Software and/or the Services.

d. You agree that neither IWV and its Affiliates nor any Participating Facility shall be liable for any Content or for the access, recording, storage or other use thereof, including without limitation: (a) any Content that is sent, received, held, released or otherwise connected in any respect to a Conference, the Site, the Software and/or the Services; (b) any Content that is sent but not received; (c) any access to or alteration of Content by you or any other person; (d) any Content sent using, or included in, a Conference, the Site, the Software and/or the Services; (e) any defamatory, illegal, obscene, offensive or threatening Content; (f) the conduct of you or anyone participating in a Conference or in using the Site, the Software and/or the Services with your Log-In Information; or (g) any infringement of another person's rights, including without limitation rights of privacy, privilege, intellectual property, data protection or rights against self-incrimination.

e. You and any person using your account or participating in any Conference using your account hereby grant IWV a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable and transferable license to record, reproduce, copy, display, transmit, upload, download, record, modify, maintain and publish any content of any Conference on the Site unless you have been prior registered as a Confidential Visitor and the Participating Facility accepts you as a Confidential Visitor. You and any person using your account or participating in any Conference using your account represent and warrant you or they are authorized to, and have the sole and exclusive right to, grant all licenses and other rights granted by you or them to IWV pursuant to this Agreement or the use of the Site, the Software and/or the Services.

## **7. Restrictions on Use of Site, Software and Services**

a. You are responsible for your conduct and the conduct of anyone using your account or participating in a Conference using your account and all Content posted or relayed in any Conference. Conduct that is inappropriate in any manner, including but not limited to conduct that; violates any applicable law, statute, ordinance or regulation; promotes, solicits, comprises or contains abusive, defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, pornographic, profane, threatening, vulgar or otherwise inappropriate, objectionable or unlawful acts or material; advocates, assists, incites, instructs, promotes or otherwise encourages violence or any illegal activity; is harmful to or inappropriate and in the presence of minors; indecent exposure; or any violation of any terms of this Agreement will not be tolerated, and may subject you or persons using your account or participating in any Conference using your account to civil and criminal penalties. If at any time during a Conference conduct is determined to be inappropriate or in violation of this Agreement, the Conference may be subject to immediate termination at the sole discretion of IWV or a Participating Facility. If a Conference is terminated, the Conference fee will not be refunded.

b. You and anyone using your account agree not to decompile, disassemble, reverse engineer, translate or otherwise attempt to learn the source code of the Site, the Software or the Services. Unless expressly set forth in this Agreement, you may not (and you may not permit or facilitate anyone else to) create, assign, copy, create derivative works of, deliver, distribute, lease, loan, modify, pledge, rent, sell, sub-license, use or otherwise transfer, directly or indirectly, the Site, the Software or the Services, any portion thereof or any rights thereto. You may not remove any Marks, copyright notices or other proprietary rights or markings from, or alter or add to any Marks, copyright notices or other proprietary rights or markings contained within, the Site, the Software or the Services. You are prohibited from reselling or acting as a service bureau for the Site, the Software or the Services or any component thereof, except by prior written agreement with IWV.

c. You will not publish, post, upload, record, link to or otherwise distribute or transmit any Content that: (a) infringes or violates, or would infringe or violate, any copyright, patent, trademark, service mark, trade name, trade secret, domain name or other intellectual property or proprietary right of IWV or any other person, or any rights of publicity or privacy of any person; (b) violates any applicable law, statute, ordinance or regulation (including without limitation applicable laws and regulations concerning anti-discrimination, export controls, false advertising or unfair competition); (c) promotes, solicits, comprises or contains abusive, defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, pornographic, profane, threatening, vulgar or otherwise inappropriate, objectionable or unlawful material; (d) is harmful to minors; (e) contains cancel bots, corrupted files, time bombs, Trojan horses, viruses, worms or any other similar data, programs or software that may damage, expropriate, intercept or interfere with any data, information, property or system of another person or that may damage or interfere with the Site, the Software or the Services; (f) is knowingly and materially false, misleading or inaccurate; (g) advocates, assists, incites, instructs, promotes or otherwise encourages violence or any illegal activity; (h) attempts to mislead others about your identity or the origin of any message or other communication, impersonates or otherwise misrepresents your affiliation with IWV or any other person, or is otherwise knowingly false, misleading or inaccurate; (i) contains information for which you do not have the right to permit IWV to collect and process;

- or (j) violates any terms of this Agreement or any Rules and Regulations of a Participating Facility. d. You agree not to use a Conference, the Site, the Software or the Services for any illegal purpose.
- e. You are not permitted to use or otherwise rely on the Site, the Software and the Services for any commercial or business purpose.
- f. You shall not use or attempt to use, and shall prohibit each party under your control to use or attempt to use, any engine, software, tool, agent or other device or mechanism, including without limitation to any automated system, browser, robots, spiders, offline readers, avatars or intelligent agents, to navigate or search the Site and/or Software other than generally commercially available third-party web browsers such as Netscape Navigator, Microsoft Explorer, Mozilla Firefox, and Google.
- g. You agree to comply with all applicable local, state, national and international laws and regulations, including without limitation laws relating to intercepting, monitoring or recording communications, privacy and data protection, and public displays or performances. You further agree that neither this Agreement nor any other right or remedy of IWV requires IWV to exercise any right or remedy in order to benefit or protect anyone, although IWV reserves the right to do so in its sole discretion.
- h. You acknowledge and agree that any unauthorized use, copying or distribution of the Site, the Software or the Services is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limitation, you agree not to do any of the following, each of which constitutes an unauthorized use:
- (1) Attempt to gain unauthorized access to a Conference, the Site, the Software or the Services, or to other accounts, computer systems or networks connected to the Site, the Software and the Services, whether through hacking, password mining or any other means;
  - (2) Copy or adapt the code, HTML, JavaScript, or otherwise on the Site;
  - (3) Falsify or delete any copyright information, such as author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded;
  - (4) Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site, the Software and the Services;
  - (5) Sell, modify, reproduce, display, publicly perform, distribute or otherwise use the Site, the Software, the Services or any IP Rights in any way for any public or commercial purpose;
  - (6) Engage in any systematic extraction of data or data fields, including without limitation email addresses;
  - (7) Violate or attempt to violate the security of the Site, the Software or the Services, including without limitation, accessing data not intended for you or logging into a server or account which you are not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written authorization by IWV;
  - (8) Disrupt, interfere with or inhibit any other person's use and enjoyment of a Conference, the Site, the Software or the Services;
  - (9) Violate the rights of IWV and its Affiliate or any third party, including without limitation to abuse, defame, defraud, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of IWV or any third party;
  - (10) Use any IWV domain name as a false or pseudonymous return e-mail address;
  - (11) Use the IWV name to market or sell any goods or services (including advertising and making offers to buy or sell goods or services or implying that IWV in any manner endorses or is associated with such goods and services), unless IWV has given its prior written consent for such activity;
  - (12) Use the Site, the Software or the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Site, the Software or the Services or any networks connected to the Site, the Software or the Services;
  - (13) Take any action which would violate any provision of Nevada Revised Statute 205.473-205.492 or any similar law of any applicable jurisdiction;



(14) Record or publish any Conference or Content thereof, or any portions of the Site, the Software or the Services, without the express written consent of IWV.

g. You agree not to use the Site, the Software and/or the Services, or to participate in any Conference, using a mobile device while engaged in driving a motor vehicle or otherwise in any circumstance in which it is reasonably foreseeable that such use or participation may cause harm or result in physical injury or property damage to you or any other person. IWV hereby specifically disclaims all liability for, and you hereby agree to indemnify and hold harmless IWV and any Participating Facility for any claims or damages from any party arising from any conduct in violation of the foregoing restriction.

## **8. Privacy Policy**

a. You acknowledge and agree that (i) IWV may receive, share and transfer information arising from your use of the Site, the Software and the Services (including without limitation Personally Identifiable Information), whether arising from Conferences or otherwise, with relevant service providers such as licensors, Affiliates, sponsors, partners, collection agencies, Participating Facilities, telecommunications providers and government entities, (ii) IWV shall bear no liability to you or any third party for any such receipt, sharing or transfer and (iii) you hereby release IWV and its Affiliates and any Participating Facilities from any claim arising therefrom.

b. You agree that any collection of information from Conference participants initiated by you or by any other participant in a Conference, including without limitation Personally Identifiable Information, (i) may be stored on IWV servers, (ii) shall be recorded, stored and used in accordance with the IWV Privacy Policy, and (iii) any use of such information by you or any third party shall be your and their sole risk.

c. Except as otherwise provided in this Privacy Policy, IWV shall be entitled to use your Personally Identifiable Information, including without limitation the identity of third parties with whom you communicate using the Site, the Software and the Services. By way of example and without limiting the foregoing, IWV may contact you and any such third parties to provide information, to offer its products and services, and to solicit comments and feedback regarding the Site, the Software and the Services, and IWV may send e-mail communications to you and to your contacts for various marketing purposes, including to offer Conferences, Software and Services to you and your contacts.

## **9. Refunds**

a. All Conferences are pre-paid and non-refundable.

b. If there is a technical problem with the Site, the Software and/or the Service that prohibits you from participating in a Conference, you should e-mail IWV support group regarding the issue using the specific facility administrator e-mail address contained in the confirmation email sent to you after you have signed in and paid for a Conference. IWV will investigate such emails and any refund issued by IWV will be in the form of a credit to use for a subsequent Conference, the granting of which will be in the sole discretion of IWV.

c. No refund credit will be issued if (i) a Conference is terminated due to the posting of Content which IWV or a Participating Facility determines is inappropriate or in violation of this Agreement, (ii) you or any user has violated the terms of this Agreement, in the sole discretion of IWV or the Participating Facility, or (iii) you fail to attend a scheduled Conference at the time scheduled for any reason.

## **10. Termination**

a. The License granted herein and your access to any Conference, or the Site, the Software and/or the Services may be terminated if: (i) you violate or breach one or more provisions of this Agreement, (ii) IWV or a Participating Facility determines in its sole and exclusive judgment that terminating your access to the Site, the Software and/or the Services is advisable for security reasons, to protect IWV from liability, to maintain the continued normal and efficient operation of, and a consistent quality of, the Site, the Software or the Services, (iii) an Incarcerated Person has been determined to be ineligible to participate in a Conference, or (iv) for any other reason deemed sufficient in the sole and exclusive judgment of IWV or a Participating Facility.

b. You may terminate the License granted in this Agreement at any time, for any reason or no reason, by providing electronic notice to IWV via the Site. All amounts payable by you to IWV must be paid in full and all obligations you have or had under this Agreement shall survive any such termination of the License.

c. Upon termination of this Agreement by you or by IWV, you agree (i) to immediately cease using the Site (except for browsing publicly-accessible areas), the Software and the Services, and (ii) that your rights to access any and all Content submitted to your account and processed by the Services shall terminate immediately. IWV reserves the right, but does not have the obligation, to delete any data files associated with your use of the Site, the Software and the Services upon termination

of this Agreement, including without limitation any data files associated with your Content, a Conference, or your Personally Identifiable Information. No refund shall be due to you from IWV in the event of termination of this Agreement for any reason when such termination occurs prior to the end of any period for which you have already paid for the Site, the Software and the Services. Following termination, IWV reserves the right to retain your Personally Identifiable Information, subject to the IWV Privacy Policy.

d. Your obligations and releases under this Agreement survive termination of this Agreement, including without limitation Paragraphs 4, 5, 6, 7, and 11.

#### **11. Legal Agreements, Disclaimer of Warranties, Limitation of Liability, Releases and Indemnity**

a. **DISCLAIMER OF WARRANTIES.** THE SITE, THE SOFTWARE AND THE SERVICES MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. THE SITE, THE SOFTWARE AND THE SERVICES, AND ANY AND ALL CONFERENCES, ARE PROVIDED “AS IS,” ON AN “AS AVAILABLE” BASIS, “WITH ALL FAULTS,” AND WITHOUT ANY WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IWV HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND DUTIES OF ANY KIND (IF ANY), WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SITE, THE SOFTWARE, THE SERVICES OR ANY CONFERENCE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OF ACCURACY, OF AVAILABILITY OR COMPATIBILITY, OF WORKMANLIKE EFFORT OR OF NON-NEGLIGENT PERFORMANCE. IWV FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SITE, SOFTWARE, SERVICES OR CONFERENCES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT LOSS; NOR DOES IWV WARRANT THAT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF CONFERENCES MADE THROUGH THE SITE. THE SITE, THE SOFTWARE AND THE SERVICES ARE BUSINESS PRODUCTS, THE APPLICATION OF WHICH IS COMMERCIAL RATHER THAN CONSUMERORIENTED IN NATURE. IN ACCEPTING THIS AGREEMENT, YOU RECOGNIZE, TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW THAT CONSUMER PROTECTION LAWS DO NOT APPLY TO YOUR USE OF THE SITE, THE SOFTWARE AND THE SERVICES NOR TO ANY OF THE TRANSACTIONS CONTEMPLATED BY AND CONSUMMATED PURSUANT TO THIS AGREEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE LIMITATIONS CONTAINED IN THIS AGREEMENT MAY NOT APPLY TO YOU. IN SUCH AN EVENT, AN IMPLIED WARRANTY REQUIRED BY LAW WILL BE LIMITED TO THE MAXIMUM EXTENT POSSIBLE AND THE MOST LIMITED TIME POSSIBLE WITHIN THE APPLICABLE LAW.

b. **LIMITATION OF LIABILITY.** TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT ALL CLAIMS AND DAMAGES ARE EXCLUDED FROM ANY RECOVERY YOU MAY OBTAIN FROM IWV OR ITS AFFILIATES OR FROM ANY PARTICIPATING FACILITY EXCEPT FOR THE AMOUNT YOU ACTUALLY

PAID TO IWV FOR THE SERVICES DURING THE EVENT GIVING RISE TO THE CLAIM OR DAMAGE. IN THE EVENT THAT A CLAIM OR DAMAGE MAY NOT BE LIMITED BY APPLICABLE LAW, THE CLAIMS AND DAMAGES WILL BE LIMITED TO THE MAXIMUM EXTENT POSSIBLE WITHIN THE APPLICABLE LAW.

c. **TIME LIMITATION FOR CLAIMS.** YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION THAT YOU MAY HAVE OR ALLEGE AGAINST IWV OR ITS AFFILIATES OR ANY PARTICIPATING FACILITY ARISING OUT OF OR RELATED TO A CONFERENCE OR USE OF THE SITE, THE SOFTWARE AND THE SERVICES BY YOU OR ANY OTHER PERSON MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR EVENT LEADING TO THE CAUSE OF ACTION OCCURRED OR OTHERWISE BE AND HEREBY IS FOREVER BARRED.

d. **RELEASE.** YOU HEREBY RELEASE IWV AND ITS AFFILIATES AND ANY PARTICIPATING FACILITY FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) YOUR USE OF THE SITE, THE SOFTWARE AND THE SERVICES TO HOST OR ACCESS CONFERENCES OR FOR ANY OTHER PURPOSE WHETHER OR NOT CONTEMPLATED OR PERMITTED BY THIS AGREEMENT AND (ii) FROM ANY TRANSACTION, EVENT, OCCURRENCE, INJURY OR OTHER DAMAGE ARISING FROM OR RELATED TO ANY CONFERENCE YOU PARTICIPATE IN AND ANY CONTENT IN ANY SUCH CONFERENCE. IF YOU ARE A CALIFORNIA RESIDENT YOU HEREBY WAIVE THE APPLICATION TO YOU OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE

*CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF NOT KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.*" IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU HEREBY WAIVE ANY APPLICABLE LAW THAT IS SIMILAR TO CALIFORNIA CIVIL CODE SECTION 1542. WITHOUT LIMITING THE FOREGOING, TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT THE FOLLOWING DAMAGES AND CLAIMS FOR DAMAGES ARE EXCLUDED, WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, STATUTORY, OR ANY OTHER CLAIM OR FORM OF LIABILITY:

(1) ANY AND ALL DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

(2) ANY AND ALL DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION (INCLUDING WITHOUT LIMITATION PERSONALLY IDENTIFIABLE INFORMATION), FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR FOR EMOTIONAL DISTRESS.

(3) ANY AND ALL DAMAGES RESULTING FROM YOUR INABILITY TO CONDUCT A CONFERENCE OR USE THE SITE, THE SOFTWARE OR THE SERVICES OR TO ACCESS DATA, INFORMATION (INCLUDING WITHOUT LIMITATION PERSONALLY IDENTIFIABLE INFORMATION) OR CONTENT.

(4) ANY AND ALL DAMAGES FOR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH: (1) THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY IN A CONFERENCE OR ON OR VIA THE SITE, THE SOFTWARE OR THE SERVICES; (2) ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES; (3) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, MATERIALS, INFORMATION (INCLUDING WITHOUT LIMITATION PERSONALLY IDENTIFIABLE INFORMATION) OR OTHER DATA; (4) ANY INFORMATION THAT IS SENT OR RECEIVED, OR THAT IS NOT SENT OR NOT RECEIVED; (5) ANY FAILURE TO STORE, OR LOSS OF, DATA, FILES, MATERIALS OR OTHER CONTENT; (6) ANY ACCESS TO OR USE OF THE SITE, THE SOFTWARE AND THE SERVICES THAT IS DELAYED OR INTERRUPTED; (7) ANY LINKED SITES; OR (8) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, ANY LINKED SITES.

(5) ANY AND ALL DAMAGES BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, NEGLIGENT MISREPRESENTATION, BREACH OF PRIVILEGE, BREACH OF CONFIDENCE, VIOLATION OF RIGHTS AGAINST SELF INCRIMINATION OR OTHERWISE, EVEN IF IWV OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(6) ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME) ARISING OUT OF, RELATED TO, OR BASED UPON YOUR INABILITY TO PARTICIPATE IN A CONFERENCE, CONNECT TO OR TO ACCESS THE SITE, THE SOFTWARE OR THE SERVICES DUE TO PROBLEMS RELATED TO YOUR PC HARDWARE, SOFTWARE, NETWORK, NETWORK SETUP OR SECURITY, OR YOUR INTERNET SERVICE PROVIDER OR ANY OTHER SIMILAR PROBLEM.

(7) ANY AND ALL DAMAGES FOR ANY PECUNIARY LOSS WHATSOEVER.

(8) ANY AND ALL DAMAGES OR CLAIMS ARISING FROM THE PRICES CHARGED FOR A CONFERENCE, THE SITE, THE SOFTWARE OR THE SERVICES AND ANY SHARING OF REVENUES RECEIVED FROM YOUR PARTICIPATION IN A CONFERENCE WITH A PARTICIPATING FACILITY OR AFFILIATE.

(9) ANY DAMAGES OR CLAIMS ARISING FROM ANY STATE OR FEDERAL CLAIMS FOR ANTI-TRUST VIOLATIONS, EQUAL PROTECTION RIGHTS, FREEDOM OF SPEECH AND ASSOCIATION, AND FOURTH AMENDMENT AND FOURTEENTH AMENDMENT CLAIMS.

(10) ANY DAMAGES OR CLAIMS ARISING FROM THE INTERCEPTION, MONITORING, RECORDING OF YOUR PERSONALLY IDENTIFIABLE INFORMATION, CONTENT OR CONFERENCE AND SHARING OR USE THEREOF.

e. DEFENSE AND INDEMNIFICATION. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS IWV AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES OR COSTS (INCLUDING WITHOUT LIMITATION FEES, COSTS AND OTHER EXPENSES OF ATTORNEYS AND EXPERT WITNESSES) ARISING OUT OF OR RELATED TO: (A) USE OF OR ACCESS TO THE SITE, THE SOFTWARE OR THE SERVICES BY YOU OR BY ANY PERSON USING YOUR LOG-IN

INFORMATION (WHETHER OR NOT SUCH USE IS AUTHORIZED BY YOU); (B) ANY ACTUAL OR ALLEGED VIOLATION BY YOU OR BY ANY PERSON USING YOUR LOG-IN INFORMATION (WHETHER OR NOT SUCH USE IS AUTHORIZED BY YOU) OF THIS AGREEMENT OR APPLICABLE LAW, INCLUDING, WITHOUT ANY LIMITATION, ANY EXPORT CONTROL LAWS; (C) ANY ACTUAL OR ALLEGED INFRINGEMENT OR VIOLATION BY YOU OR BY ANY PERSON USING YOUR LOG-IN INFORMATION (WHETHER OR NOT SUCH USE IS AUTHORIZED BY YOU) OF ANY INTELLECTUAL PROPERTY, PROPRIETARY, PRIVACY OR OTHER RIGHT OF ANY PERSON; (D) ANY RECORDINGS MADE BY YOU OF THE COMMUNICATIONS, LIKENESS, NAME, VOICE OR OTHER PERSONALLY IDENTIFIABLE INFORMATION OF CONFERENCE ATTENDEES OR ANY OTHER USERS OF THE SITE, THE SOFTWARE AND THE SERVICES; (E) ANY CLAIMS OR ALLEGATIONS FOR PRODUCT LIABILITY, UNSUITABILITY OR LACK OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER CLAIMS OR ALLEGATIONS ARISING OUT OF OR RELATED TO THE USE OF YOUR PRODUCTS; (F) ANY DISPUTES BETWEEN YOU AND ANY OTHER PARTICIPANT IN A CONFERENCE OR OTHER USER OF THE SITE, THE SOFTWARE AND THE SERVICES; (G) ANY CREDIT-CARD FUNDED PAYMENTS TO IWV THAT ARE REVERSED; (H) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; OR (I) ANY CLAIM RELATED TO THE INTERCEPTION, MONITORING, RECORDING OF YOUR PERSONALLY IDENTIFIABLE INFORMATION, CONTENT OR CONFERENCE AND SHARING OR USE THEREOF.

IN ADDITION, THE PERSON PURCHASING OR OPENING AN ACCOUNT IN ORDER TO ACCESS AND USE THE SITE, THE SOFTWARE AND THE SERVICES PURSUANT TO THIS AGREEMENT: (I) SHALL CAUSE ALL OTHER PERSONS WHO ACCESS THE SITE, THE SOFTWARE AND THE SERVICES THROUGH YOUR ACCOUNT OR LOG-IN INFORMATION TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) AGREES TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT AND TO BE RESPONSIBLE FOR ALL ACTIVITY IN YOUR ACCOUNT WITH IWEBVISIT.COM, WHETHER SUCH ACTIVITY IS CONDUCTED BY YOU OR BY THIRD PARTIES, INCLUDING WITHOUT LIMITATION PAYMENT OF FEES INCURRED AT THE DIRECTION OF ANY USERS OF THE SITE, THE SOFTWARE OR THE SERVICES THROUGH YOUR ACCOUNT; AND (III) SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS IWV AND ITS AFFILIATES AND ANY PARTICIPATING FACILITY FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES OR COSTS (INCLUDING WITHOUT LIMITATION FEES, COSTS AND OTHER EXPENSES OF ATTORNEYS AND EXPERT WITNESSES) ARISING OUT OF OR RELATED TO ANY SUCH USE BY SUCH OTHER PERSONS.

IN EACH OF THE FOREGOING, YOUR DUTY TO DEFEND SHALL ARISE IMMEDIATELY UPON ASSERTION OF LIABILITY OR A CLAIM BEING ASSERTED AGAINST IWV AND ITS AFFILIATE AND/OR ANY PARTICIPATING FACILITY REGARDLESS OF ANY EVENTUAL FINDING OF FAULT, LIABILITY OR NEGLIGENCE BY YOU OR A PARTY TO BE DEFENDED HEREUNDER. IN EACH OF THE FOREGOING, THE DUTY TO INDEMNIFY SHALL ARISE IMMEDIATELY AFTER ANY AWARD OF RELIEF OF DAMAGES IS ENTERED AGAINST IWV AND ITS AFFILIATE AND/OR ANY PARTICIPATING FACILITY OR UPON ANY SETTLEMENT PAYMENT MADE BY IWV AND ITS AFFILIATE OR A PARTICIPATING FACILITY.

f. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York and applicable federal law.

g. Attorneys' Fees. In the event that IWV or any of its Affiliates incurs any attorneys' fees or costs as a result of any breach or alleged breach of this Agreement by you or anyone using your Log-In Information, including without limitation in any effort to collect any amount due by you under this Agreement, IWV and/or any such Affiliate shall be entitled to collect its attorneys' fees from you regardless of whether a formal complaint is filed. If a formal complaint is filed for a breach or alleged breach of this Agreement, IWV and/or any of its Affiliates shall be awarded its attorneys' fees and costs against you in the event IWV or any such Affiliate prevails on any cause of action asserted against you, even if it does not prevail on all cause of actions against you, or defends any cause of action asserted against IWV or any such Affiliate even if IWV or any such Affiliate does not successfully defend all cause of actions asserted.

## **12. Miscellaneous**

a. Notice. You and IWV will provide any required communication under this Agreement to each other as follows:

(1) Notice to You. Notice shall be sent to you either (1) via electronic means to the e-mail address associated with your account and shall be deemed delivered when sent by IWV; or (2) by hard copy first class mail to the address contained in your Log-In Information and shall be deemed delivered five (5) calendar days after mailing.

(2) Notice to IWV. Notice shall be sent to IWV either (1) via first class mail, registered, signature required and return receipt requested, or by express mail; or (2) via overnight courier with delivery signature required, in either case addressed to the principal place of business indicated on the Site, to the attention of the President. Any notice sent by you shall be deemed

delivered when actually received and signed for by an authorized representative of IWV. b. Reservation of Rights. IWV reserves all rights not expressly granted in this Agreement.

c. Invalidity. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in full force and effect.

d. No Waiver. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless expressly agreed to by IWV in a non-electronic writing manually signed by a duly authorized officer of IWV.

e. Force Majeure. IWV will not be liable for any non-performance or delay in performance caused by any event reasonably beyond the control of IWV including without limitation accidents, acts of God, the activities of hackers, civil commotion, earthquake, embargo, epidemics, explosion, fire, flood, force of nature, hostilities, malicious conduct, national emergency, revolutions, riots or wars, service outages resulting from equipment or software or telecommunications failures, power failures, network failures or failures of third-party service providers (including providers of internet services and telecommunications).

f. No Third-Party Beneficiaries. This Agreement is solely for the benefit of you, on the one hand, and IWV, its Affiliates and Participating Facilities, on the other hand. There are no other third party beneficiaries of this Agreement except as may be specifically stated herein.

g. Assignment. You may not assign this Agreement, or any rights or obligations hereunder, whether by contract, operation of law or otherwise, without the prior written consent of IWV. This Agreement may be assigned by IWV in whole or part without notice to or consent from you.

h. Entire Agreement. This Agreement, which may be amended from time to time, constitutes the entire agreement and understanding between IWV and you with respect to a Conference, the Site, the Software and the Services and supersedes all other prior or contemporaneous communications, agreements, understandings and proposals, whether written, oral, electronic or non-electronic, between IWV and you regarding its subject matter.

i. Admissibility. A printed version of this Agreement and of any notice given to you in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

j. Authority. If you are an individual and are entering into this Agreement on behalf of an entity, you represent and warrant that you have due authorization from the governing body of such entity to enter into this Agreement and to bind such entity to all of the terms and conditions of this Agreement.

k. Headings. The headings of the sections and subsections in this Agreement are provided for convenience only and may not be deemed to affect its construction or interpretation.

l. No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

m. Electronic Signature(s). By opening an account, using or accessing the Site, or by participating in a Conference, you agree to comply with the Terms of Use and Privacy Policy and to be bound by this Agreement and acknowledge that you have electronically signed and approved the Terms of Use and Privacy Policy. You hereby agree to the use of electronic communication in order to enter into contracts, place Service Requests and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Site. Furthermore, you hereby waive any rights or requirements under any laws or regulations which require an original (non-electronic) signature or delivery or retention of non-electronic records to the extent permitted under applicable law. We encourage you to print a copy of this Terms of Use and the Privacy Policy for your records.

**IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE TERMS OF USE AND PRIVACY POLICY, OR ANY UPDATES THERETO, DO NOT PARTICIPATE IN A CONFERENCE AND DO NOT ACCESS OR USE THE SITE, SERVICES, OR CONFERENCE CAPABILITIES THEREOF.**

**IWV MAY AMEND THIS AGREEMENT AT ANY TIME IN ITS SOLE DISCRETION BY PUBLISHING THE REVISED TERMS OF USE AND PRIVACY POLICY ON THE SITE. ANY AND ALL AMENDMENTS, MODIFICATIONS, SUPPLEMENTS OR UPDATES TO THIS AGREEMENT (“AMENDMENTS”) SHALL BECOME EFFECTIVE IMMEDIATELY UPON SUCH PUBLICATION. ACCESS AND USE OF THE SITE BY YOU OR ANY OTHER PARTY WILL BE SUBJECT TO THE MOST CURRENT VERSION OF THESE TERMS.**