



# Additional Terms of Service for Audio Integration Services

Version: 17.07.2015

**By using GlobalMeet Audio integration services (the "Audio Integration Services") in connection with Cisco WebEx and/or Skype for Business Online ("Web Services") (including any trial or promotional/free use), Customer agrees to the following Additional Terms of Service for Audio Integration Services.**

**Availability of Web Services.** Customer acknowledges and agrees that PGI has no control over the availability of Web Services. Should a Web Service become unavailable or unreliable, Customer acknowledges that PGI shall not be liable for the inability of Customer to use the Audio Integration Services. Customer hereby grants PGI the right to work directly with any Web Service provider to the extent related to the provisioning of the Audio Integration Services solely for the purposes of configuration and support on behalf of Customer.

**No Credits or Refunds.** Customer is not and will not be entitled to any partial month or partial term credits or refunds of any kind (including but not limited to pre-paid charges) for Audio Integration Services in the event of termination for any reason.

**Consent.** Customer hereby (a) consents to the disclosure of Customer information to all applicable Web Service providers in connection with the provisioning of the Audio Integration Services; (b) consents to the disclosure of Customer information to PGI by any applicable Web Service provider in connection with the provisioning of the Audio Integration Services; and (c) consents to and grants permission to each Web Service provider's and/or PGI's, as applicable, receipt and use of Customer information in connection with the Web Service provider's and/or PGI's provision of Web Services, Audio Integration Services and/or support services. In addition, Customer hereby consents to disclosure by any Web Service provider to PGI of Customer's call detail records related to the Web Services for billing and technical use.

**Provision of Audio Integration Services.** Customer acknowledges that the Audio Integration Services subject to the Agreement are provided by PGI (and not the Web Service provider or its affiliates). Customer must subscribe for, or acquire a license to, the Web Services as a pre-requisite for operation of such Audio Integration Services.

**Permitted Audio Conferencing Countries.** Customers that acquire subscriptions for Audio Integration Services outside countries where PGI provides Services and where permitted by law ("Permitted Countries") may not be legally able to use the Audio Integration Services in their home country or any other country that is not a Permitted Country. The Audio Integration Services may be restricted or unavailable to a conference participant that accesses a conference from a country that is not a Permitted Country. PGI may suspend or terminate the provision of Audio Integration Services without notice if deemed necessary by PGI to ensure compliance with applicable laws.

**Intellectual Property.** Customer shall not reverse engineer, modify, decompile, disassemble, translate, separate the components or otherwise attempt to derive source code from any part of the Web Services. Customer shall not remove, alter or obscure in any way any proprietary rights notices (i.e., copyright notices), or cause any part of the Web Services, or any software or materials provided by any Web Service provider, to become subject to the terms of any license that requires as a conditions of use, modification or distribution of software subject to such license, that it or other software combined or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Customer has no right or license to use any of the trademarks or trade names owned by, licensed to or associated with any Web Service provider during the term of this Agreement.

**User Conduct.** Customer has all necessary rights to all data, software programs or services that Customer uses in connection with its access and use of the Web Services, and Customer's use of any of the foregoing does not infringe intellectual property or other proprietary rights of any third party. Customer warrants and represents it will not publish, post, upload, record or otherwise transmit content that: (i) violates the rights of any third party or subjects any Web Service provider to any other obligations to Customer or any third party; or (ii) violates any law, statute, ordinance or regulation.

**Web Services Provider as Third Party Beneficiary.** Customer acknowledges and agrees that each Web Service provider and its affiliates are intended third-party beneficiaries under the relevant sections of the Agreement and shall have a direct right of action to enforce the same against Customer.