



HOSTED SOLUTION

Terms of Service

The most necessary information when using MediaRoutes:

When using any of the MediaRoutes Services, please remember that the most updated version of these terms of services as available at MediaRoutes.com/termsOfService.html, always applies. In some countries, these services may be provided by our local partner. If so, you will be asked to accept the provider's own terms of services, which will supersede the MediaRoutes Terms of Service in case of conflict.

If prohibited by the law of your country to use our products because you're under the age limit or just because our products are not allowed in your country, please don't use them.

Before using any of the MediaRoutes products, please make sure you have read and agreed to the [Privacy Policy](#).

Expectation from MediaRoutes

What should be or should not be expected from MediaRoutes while using it. MediaRoutes will have no liability whatsoever for any of the following:

Quality: MediaRoutes will try best to provide the MediaRoutes products as less disruption as possible. However expectation to provide services without disruptions, delay or other imperfections at every time is not guaranteed. MediaRoutes products will be transmitted through public Internet lines and the public switched telephone network ("PSTN"), there may be power outages or Internet service disruption and you may experience some disruptions in the MediaRoutes products, e.g. packet loss and delay which will interfere with the quality of your communication.

Improvement and maintenance of technology: Technical features can be changed in order to keep pace with the latest demands and technological developments or to comply with any regulations. MediaRoutes may also have to repair, improve, and/or upgrade the MediaRoutes products and this may require us to restrict, limit, suspend, interfere and/or interrupt the MediaRoutes products.

Communications content: MediaRoutes does not control, or have any knowledge of the content of any communication(s) spread by the use of the MediaRoutes products. The content of the communication is entirely the responsibility of the person from whom such content originated. You, therefore, may be exposed

to content that is offensive, illegal, harmful to minors, indecent or otherwise objectionable.

Expectation for user

You will be required to provide MediaRoutes in good time with any **data or information** necessary for a proper provision of the MediaRoutes services.

It is agreed the MediaRoutes services shall not be resold to any third party.

It is agreed that user will indemnify MediaRoutes and its affiliates against any third-party claims incurred by MediaRoutes arising out of or relating to your violation of these Terms of Service, applicable law or rights of any third parties related to the use of our products.

Payment Instructions

Credit balance: To use payable MediaRoutes products you need a positive and sufficient credit balance. Deposit sufficient credit in your account through your debit or credit card, PayPal, promotional voucher, prepaid card or other means which may be made available by MediaRoutes. All rights to stop accepting debit or credit cards from one or more issuers has been reserved by MediaRoutes. Restrictions. There is not guarantee to use credit balance to purchase all MediaRoutes products. Certain MediaRoutes products may have to be paid separately.

Credit expiration: A credit balance for MediaRoutes Credit expires 180 days after the last chargeable use of that MediaRoutes Credit. Credit balances that are not used within this 180 day period will be lost.

Refund policy: You can request a refund for unused and unexpired MediaRoutes products or unused MediaRoutes Credit at any time, by submitting a support request to Customer Support. Refund requests carried out through other means shall not be eligible for a refund. No refunds shall be given for products or credit that is not directly acquired online from MediaRoutes (e.g. vouchers, referral bonuses or pre-paid cards are not refundable),

MediaRoutes reserves the right to deny repetitive refund requests (more than twice for any given type of MediaRoutes products).

Upon a duly submitted refund request, MediaRoutes will refund you the credit balance of your MediaRoutes Credit. Where you have used less than one unit of prevail currency of your MediaRoutes Credit, your MediaRoutes Credit will be refunded in full.

Upon a duly submitted refund request, MediaRoutes will refund you on a pro rata basis for the unused period of subscription of the MediaRoutes products. All refunds shall be paid either through the original payment method used, or any other reasonable payment method to be determined by MediaRoutes, and addressed to the person that deposited the credit initially or your MediaRoutes Credit shall be adjusted accordingly.

MediaRoutes will refund your credit balance in the event you terminate your account(s) as permitted under this agreement or in the event that MediaRoutes terminates this agreement without serious cause.

Any abuse by you of the terms relating to refunds hereunder shall lead to the termination of this agreement.

Rates Charged/Payments: MediaRoutes shall be paid by user any applicable tariffs as stated on the website in connection with your purchase of respective products,. Applicable Tariffs for MediaRoutes are available at www.MediaRoutes.com/pricing.html. You will be able to pay with your MediaRoutes credits balance or with any other payment method available.

Tariff Change: MediaRoutes may change the tariffs at any time by giving a fifteen (15) day notice of such change on the website www.MediaRoutes.com/pricing.html. If you do not wish to accept such adjustment of tariffs, you may ask for a refund of your MediaRoutes credits. The new tariff will apply to your next purchase after the adjustments have been published on the website. You agree that by continuing to purchase MediaRoutes products following the adjustments of the tariffs, you accept the new tariffs.

Tax: Media Routes Inc., is registered in Toronto, Canada. GST and PST will be charged from Canadian residents as per ongoing laws. Local taxes may apply in certain countries. When you purchase a voucher depending on the country, local VAT or other taxes may apply and may be deducted from the value of the voucher upon redemption.

Charged in error: If MediaRoutes has charged you in error, you must contact MediaRoutes's customer services support@MediaRoutes.com within 30 days after such charge. More than 30 day old charges may not be refunded.

Limitation of liability: In the event of MediaRoutes being in breach of any of its obligations towards you under these Terms of Service, MediaRoutes will accept liability to pay damages only to the extent laid below:

MediaRoutes can only be held liable for direct damages resulting from an attributable failure to perform its obligations under these Terms of Service. Direct damages in this respect exclusively mean all reasonable costs incurred by you in order to (i) have MediaRoutes perform its obligations under the Terms of Service or (ii) to prevent or limit such costs. To the maximum extent permitted by applicable law, MediaRoutes shall not be liable for any indirect, special, incidental or consequential damages whatsoever (including but not limited to, damages for loss of profits or confidential or other information, for business interruption, for loss of privacy arising out of or in any way related to the use of or inability to use the MediaRoutes products, even if MediaRoutes has been advised of the possibility of such damages. The direct damages as meant in this article shall be limited to the amount actually paid by you for the MediaRoutes services during the year in which such damages occur. In no event, however, shall the total compensation for any direct damages exceed 500 CAD.

Specific Disclaimer of Liability for Emergency Services: MediaRoutes products do not and are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any type of emergency services of any kind. Neither MediaRoutes nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive, to the maximum extent permitted by applicable law, any and all such claims or causes of action, arising from or relating to the use of MediaRoutes products or any other service provided hereunder to contact emergency services personnel. You

shall defend, indemnify, and hold harmless MediaRoutes, MediaRoutes staff, affiliates and agents and any other service provider who furnishes any services to you in connection with the MediaRoutes products or any other services provided under these Terms of Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) arising from your failure to inform anyone using your account or control panel that MediaRoutes does not support emergency calls.

Jurisdiction's Limitations: As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event the liability will be limited as far as legally possible under the applicable legislation.

Force Majeure: You acknowledge and understand that if the MediaRoutes products do not function as a result of a force majeure event MediaRoutes will not be in breach of any of its obligations towards you under these Terms of Service. A force majeure event means any event beyond the control of MediaRoutes. In the event MediaRoutes is affected by a force majeure event, it shall promptly notify you of the estimated extent and duration of its inability to perform or delay in performing its obligations, on a reasonable efforts basis. MediaRoutes will not accept any liability for the consequences arising out of a force majeure event.

Duration: The agreement will be effective as of the date of your acceptance thereof or as of the date of your first use of any of MediaRoutes products, and will remain effective until terminated by either party.

Termination: You may terminate your agreement with us at any time. Without limiting other remedies, MediaRoutes or its affiliates may limit, suspend, or terminate your use of MediaRoutes products and software, prohibit access to MediaRoutes's website, remove hosted content, and take technical and legal steps to keep you off MediaRoutes's website if we think that you are in breach of these Terms of Service, creating problems, possible legal liabilities, acting inconsistently with the letter or spirit of our policies, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, if you purchased MediaRoutes credit from an unauthorized reseller, or for other similar reasons, with immediate effect and without recourse to the courts. MediaRoutes shall effect such termination by preventing your access to your account and to the MediaRoutes services. If you provided a valid email address, MediaRoutes may provide notice to you by email.

All provisions which must survive in order to give effect to their meaning shall survive any expiration or termination of the agreement, including without limitation, all of your representations, warranties and indemnification obligations.

Update: MediaRoutes reserves the right to modify these Terms of Service at any time by publishing the revised Terms of Service on the Website, which shall become effective within thirty (30) days from the date of publication, unless you expressly accept the revised Terms of Service earlier by clicking on the accept button. Your continued use of the MediaRoutes products after expiry of the 30-day period shall constitute your acceptance to be bound by the terms and conditions of the revised version of the Terms of Service. If you do not wish to accept these revised Terms of Service, you are entitled to terminate your account, in writing or by e-mail to billing@MediaRoutes.com, with effect from the date on which the revised Terms of Service would become effective. You can find the latest version of these Terms of Service www.MediaRoutes.com.

Miscellaneous

Entire Agreement: These Terms of Service together with the End User License Agreement constitute the entire agreement between you and MediaRoutes with respect to the subject matter of this agreement, and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

Partial Invalidity: Should any term or provision hereof be deemed invalid, void or unenforceable, the remainder of these Terms of Service shall nonetheless remain in full force and effect.

No waiver: If MediaRoutes does not take action against a breach of these Terms of Service, it does not mean that it waives its right at a later time to enforce the same.

Assignment: You are not allowed to assign this contract or any rights hereunder. MediaRoutes is allowed to, at its sole discretion, assign this contract or any rights hereunder to any third party, without giving prior notice. Applicable law and competent Court. The agreement shall be governed by and construed in accordance with the laws of Ontario, Canada without giving effect to the conflict of laws or provisions of Canada or your actual state or country of residence, and without prejudice to the applicable mandatory laws of your country of residence. Any legal proceedings arising out of or relating to agreement will be subject to the jurisdiction of the courts of the Toronto, Canada.

Language: The original English version of this agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this agreement, the English language version shall prevail.