

LIVE AGENT MANAGED BUSINESS WEB CHAT SERVICE “STANDARD TERMS OF USE”

This is The Web Chat Company’s **Terms of Service** and is a legal agreement between the user of our web chat software and managed service and us, The Web Chat Company. If you do not agree to these Terms of Service, you are not authorised to access or use The Web Chat Company’s web chat software and service.

By using The Web Chat Company’s website or the services provided thereon, you agree to be, and are, bound by these Terms of Service, as well as any additional terms, specific to the particular services for which you register. These Terms of Service may be updated from time to time, and will be accessible via our website www.thewebchatcompany.com

You acknowledge and agree that your continued use of The Web Chat Company’s web chat software and services after any such update signifies your acceptance of such modified Terms of Service.

By using the web chat software and its associated services, you signify you have read and accepted the Terms of Service. If you do not agree to these Conditions, **do not use the web chat software or managed service.**

The Web Chat Company’s web chat software and managed service that allows website owners to monitor and chat with visitors on their website is maintained by **WEBCHATCOMPANY LTD. UK Company Registration No. 8692094** trading as **The Web Chat Company.**

1. Any illegal use of the service is strictly prohibited, in the form of messages containing any racist or discriminatory content and any such usage may be considered as harassment to an individual or an organization.
2. You are responsible for the privacy and storage of your username and password where you use the self-service software.
3. You agree that all activities, which can be traced to your username and password, are deemed as having been performed by yourself and are legally binding to you.
4. You accept responsibility for your message content, in accordance with generally applicable laws. The Web Chat Company does not assume any liability for content of messages sent. You exempt The Web Chat Company from any claim that may arise from third parties as a result of message content. You are to be held solely responsible. The Web Chat Company reserves the right to exclude you from using this service.

TERMS OF PRODUCT & SERVICE USEAGE

5. You acknowledge that The Web Chat Company delivers the service via major telecommunications companies and mobile network providers and can therefore only influence the delivery transmission of messages within the technical constraints imposed by the above mentioned providers.

6. The Web Chat Company messages submitted via the Internet will be transferred to the addressed recipients as per the speed and connectivity of the local telecommunications / ISP.

7. The Web Chat Company neither claims nor guarantees either availability or performance of this service. While The Web Chat Company makes every effort to deliver the message transcripts promptly, The Web Chat Company accepts no liability for transmission delays or message failures.

8. In accordance with legal requirements, usage data is recorded for the necessary purposes of maintaining the web chat service.

9. You use the service entirely at your own risk.

10. You guarantee every end user the right to object to your processing of personal data collected during the web chat session in relation to the end user and processed for the purposes of direct marketing.

11. You guarantee that the content of any message is always respecting and not in any way in conflict with the fundamental human rights recognised in any national legislation applicable to our business and in the European Convention for the Protection of Human Rights and Fundamental Freedoms (e.g. right to privacy, prohibition of discrimination on any ground such as sex, race, colour, language, religion, political or other opinion, national or social origin.

12. You agree to defend, indemnify, and hold harmless The Web Chat Company, their officers, directors, employees, agents, and partners, from and against any third-party claims, actions, demands, liabilities, expenses, and costs, including without limitation reasonable legal and accounting fees, arising from or related to your use of the Web Chat Company's website, web chat service, web chat software and services, your violation of these Terms of Service, or your violation of any laws, regulations, or third-party rights.

13. If you do not agree with our Terms of Service or if you are not satisfied with our web site or any of the Web Chat Company's services, your sole remedy is to discontinue your use of the web chat software and services.

THE WEB CHAT COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, LOSS OR DAMAGE OF DATA, AND DAMAGE TO BUSINESS REPUTATION, UNDER ANY THEORY OF LAW OR EQUITY, RELATING TO OR ARISING OUT OF YOUR

TERMS OF PRODUCT & SERVICE USAGE

USE, MISUSE, CHANGES TO, INACCESSIBILITY OR INABILITY TO USE THE WEB CHAT COMPANY'S WEBSITE, WEB CHAT SOFTWARE OR SERVICES, THE WEB CHAT COMPANY'S SOFTWARE, ANY DATA, OR PAID SEARCH ENGINE WEB SITE OR INTERFACE; OR THE UNAUTHORIZED ACCESS TO, FAILURE, DELAY OR ALTERATION OF ANY DATA OR TRANSMISSION; ANY DATA STORED, SENT OR RECEIVED OR NOT STORED, SENT OR RECEIVED; ANY AGREEMENT OR TRANSACTION ENTERED INTO AS A RESULT OF YOUR USE OF THE WEB CHAT COMPANY WEB SITES, WEB CHAT SOFTWARE OR SERVICES OR THROUGH THE WEB CHAT COMPANY WEB SITES AND SERVICES; ANY DATA FROM A THIRD PERSON ACCESSED ON OR THROUGH THE WEB SITES OR SERVICES WHETHER YOUR CLAIM MIGHT BE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE WEB CHAT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL THE WEB CHAT COMPANY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES, BUT IN NO EVENT GREATER THAN ONE HUNDRED POUNDS STERLING (£100.00). BECAUSE SOME TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH TERRITORIES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOUR ACCEPTANCE OF THIS LIMITATION OF LIABILITY IS AN EXPRESS PRECONDITION TO YOUR USE OF THE WEB CHAT COMPANY'S WEB SITES, WEB CHAT SOFTWARE AND SERVICES.

Without limiting the foregoing, The Web Chat Company is not responsible for any of your data residing on their hardware. You are responsible for backing-up your data and information that may reside on hardware, whether or not such information is produced through the use of the Web Chat Company website, web chat software or services.

14. The Web Chat Company reserves the right to modify, alter, change, suspend, remove, enhance, supplement, disable access to, terminate or discontinue all or any portion of the Web Chat Company's website, web chat software and/or services at any time in its sole discretion for any reason, without notice, cost or liability, provided that those modifications do not materially and adversely affect your rights or obligations under these Terms of Service. The Web Chat Company will not be liable to you or any third party as a result of such modification or discontinuation of the Web Chat Company's website, web chat software or services. The provisions of these Terms of Service will survive any termination of the Web Chat Company's website, web chat software or services provided pursuant to these Terms of Service. You agree that from time to time the Web Chat Company's website, web chat software and/or services may be inaccessible, unavailable or inoperable for any reason without notice, cost or liability.

15. You acknowledge and agree that The Web Chat Company is the sole owner of the Service including without limitation, all applicable copyrights, patents, trademarks, and trade secrets, database rights, treaties, and all other intellectual property rights appurtenant thereto. Personally identifiable data collected by

The Web Chat Company in the course of fulfilling its obligations under this Agreement shall be used by The Web Chat Company in accordance with the then-current The Web Chat Company's privacy policy. You acknowledge that no title to the intellectual property in the Service transfers to you as a result of your use of the Service. You further acknowledge that title and full ownership rights to the Service will remain the exclusive property of The Web Chat Company and you will not acquire any rights to the Service except as expressly set forth herein. You are not permitted to disseminate any information that is made available to you, as a licensee, by The Web Chat Company including without limitation, Login Credentials. Any rights not expressly granted herein are reserved.

16. You agree that The Web Chat Company's Service & Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this Agreement, The Web Chat Company grants to you a non-exclusive, non-transferable, limited license to use the Software solely for the purpose of accessing and using the Service in accordance with these Terms during the term of this Agreement.

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. You agree not to do any of the following:

- Sell or resell the services we provide,
- Copy the source code of the Service or its content,
- Reverse engineer (or make any attempt to discover the source code of the Service), disassemble, modify, decompile, alter, duplicate, or make copies of the Service, software or Website,
- Harass, threaten, embarrass or cause distress or discomfort to any End User, or any other individual or entity,
- Access the Service by any means other than through the interfaces that are provided by The Web Chat Company for use in accessing the Service,
- Impersonate any other person or entity, including without limitation any The Web Chat Company official, or misrepresent your affiliation with any other person or entity, or
- Send unsolicited bulk e-mail (spam) with a link to the Service (including button code or monitor tag) or the Site, or a link to a web site that contains a link to the Service or the Site.
- Modify or alter The Web Chat Company's widget out of the scope of the customization options offered by the Web Chat Company.
- Remove or alter The Web Chat Company logo and branding from the widgets or The Web Chat Company website pages in any way.

17. You agree to pay the amount for the service that you are connected to. The billing period is 1 month / 1 year in advance or otherwise mutually agreed. Your account will be billed at the beginning of each billing period. The Web Chat Company reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you via email.

Notice period for all service options is one billing period or 30 days.

18. Any breach of your payment obligations or unauthorized use of The Web Chat Company's software or service will be deemed a material breach of this agreement. The Web Chat Company may suspend or terminate your access to and or use of the software and service if you breach or otherwise fail to comply with this Agreement.