

User Agreement

This user agreement governs your access to and use of any relay services provided by Convo. Your continued usage of services or products provided by Convo implies acceptance of this user agreement in its entirety.

Terms and Conditions

You agree to access and use relay services provided by Convo only for lawful purposes, consistent with the terms and conditions of this user agreement. You agree not to use relay services or communication services provided by Convo for abusive, harassing, fraudulent or unlawful purposes.

You agree not to infringe on any individual or entity's intellectual property rights, or other proprietary rights. You agree not to interfere with the ability of Convo to provide relay or communication services to other individuals. Furthermore, you agree not to use relay services in a manner that impinges on any other individual or entity or his or her enjoyment or use of relay services provided by Convo. You agree not to violate or breach in any way the security of websites or relay services operated and provided by Convo, such as but not limited to disseminating or planting viruses, causing a denial-of-service attack that interferes with access by individuals, retrieving personal or proprietary information, or causing the transmission of any other program, information, code or command that may damage the integrity or availability of data, a program, a system or information. Such intrusions may result in criminal or civil liability.

You understand that your use of relay services and communication services provided by Convo may require your image and/or voice to be transmitted over the Internet. You also understand that any privacy right, copyright, or other right or interest in your voice, image, or likeness may be lost as a result of such transmission. You, therefore, permit Convo to transmit your voice, likeness, and/or image over the Internet for the purpose of providing relay services or communication services. Furthermore, you release and agree to hold Convo harmless from any and all responsibility for any damages resulting from the transmission of your voice, image, and/or likeness over the Internet.

You agree not to record, forward, upload on the Internet, or transmit the voice, image, and/or likeness of the relay interpreter in any way for any purpose, or to store, retrieve, use, or facilitate the use of, the voice, image, and/or likeness of the relay interpreter in any way other than as necessary to permit the provision of relay services provided by Convo.

Convo retains discretion in investigating misuse or abuse of its relay services or behavior that deviates from this user agreement and to address violations to the full extent allowed by law.

Furthermore, Convo retains discretion in terminating, suspending, or restricting your use of its services and products.

911 Emergency Calls

Refer to our Advisory on 911 Emergency calls made through services or products provided by Convo: <https://www.convorelay.com/legal#911>

Calls Involving Complex Or Technical Issues

A relay interpreter interprets a relay call pursuant to Federal law. Accordingly, Convo cannot and does not represent, warrant, or guarantee that its relay services will meet any requirements mandated by the laws of any state or locality. For example, the role of an interpreter in a legal setting varies from state to state and may include additional responsibilities, such as, interceding on behalf of the court, the client, or counsel to help ensure that the parties are accurately comprehending the proceeding; attesting to their ability to accurately interpret the legal proceeding; being placed under oath; and being obligated to evaluate the assignment to determine if they are qualified and to refuse the assignment if they feel they are not appropriately qualified to interpret. Relay interpreters are not subject to such requirements. Moreover, federal law generally prohibits relay interpreters from revealing the contents or existence of a relay call, even when doing so would be inconsistent with state or local laws. As a result, a relay interpreter may not be required pursuant to state or local law to testify in court about a conversation relayed by Convo.

Convo employs only qualified interpreters who are capable of interpreting effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Convo, however, cannot and does not represent, warrant, or guarantee that its relay interpreters meet the various interpreting requirements mandated by the laws of any states, or that its interpreters are trained, authorized, or certified to provide relay interpretation services pertaining to any particular area of expertise, including medical, mental health, or legal. If a caller places or receives a relay call provided by Convo that is in a medical or mental health setting, or during a legal proceeding, the caller is simply engaged a relay call as defined by the Federal Communications Commission and should expect no guarantees of specialized interpretation expertise.

Indemnification

Convo disclaims all responsibility and liability for any claims or causes of action that arise from your use, misuse, or abuse of its relay services, communication services, or its products. Further, you agree to indemnify and hold Convo and all its agents harmless from and against all costs, fees, expenses, and damages of any nature whatsoever related to any such claims, including court and arbitration costs, attorneys' fees, and the costs of other professionals,

unless such claims are solely based on willful misconduct on the part of Convo. This section shall survive the expiration of this user agreement.

Disclaimer Of Warranties And Limitations On Liability

Convo disclaims liability for any cost, injury, or damage, arising directly or indirectly related to use of its relay services or communication services, use of Convo products, from your failure to comply with this user agreement, from your misuse or abuse of its relay services, and from any action Convo may deem appropriate, including the termination, suspension or restriction of your access to or use of its relay services.

In regards to 911 emergency call handling, refer to sections on waiver of liability and limitations as presented in our Advisory for 911 Emergency Calls:

<https://www.convorelay.com/legal#911>

Relay calling capability is available only for calls originating or terminating in the U.S. or one of its territories.

Limitations and risks accompany the use of relay services provided by Convo. The following is not an exhaustive list of these limitations and risks:

- Failure or outage to your equipment, software, or home utility.
- Inability to connect or remain connected to relay services provided by Convo.
- Misinterpretation, mistakes, interruptions, delays, transmission errors, network outages, failures, defects, technical difficulties, natural occurrences are also known as acts of god, or other occurrences regardless of source, that may arise in the course of transmitting or handling relay calls or providing communications services.

In association to your use of relay services or products provided by Convo, in no event shall Convo, or its shareholders, officers, or directors, be liable for punitive, reliance, or special damages, or for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation.

All disclaimers of warranties and limitations on liability apply even if the damages are foreseeable or said to be possible, and apply to any negligence claim that does not involve willful misconduct or intentional misconduct no matter how that claim is styled or upon what legal grounds it is based. Convo will be liable for no more than the amount of direct damages to your person or your property.

Convo disclaims any and all implied warranties, including without limitation warranties of merchantability and fitness for a particular purpose. Convo disclaims any and all warranties of quiet enjoyment, performance, and non-infringement. Convo disclaims any warranty that



states its relay services to be uninterrupted or error-free. Convo shall not be liable for any consequential or incidental damages. Convo does not authorize anyone, including employees, independent contractors, agents, or representatives, to make a warranty of any kind on the behalf of Convo.

Privacy

Any information that can be used to identify or contact you that is collected, maintained, or generated by your use of Convo will not be shared with others.

Arbitration

You and Convo agree to the resolution of any dispute through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury or through a class action. You continue to retain certain rights to obtain relief from a federal or state regulatory agency.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the arbitration process established in this section. The arbitration of any dispute shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified by this user agreement, which are in effect on the date a dispute is submitted to the American Arbitration Association. Information on their arbitration process, Arbitration Rules, and fees are available at: **www.adr.org**

In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this user agreement and may not limit, expand, or otherwise modify its terms. No dispute may be joined with another lawsuit, arbitration with a dispute of any other person, or class-wide resolution. The arbitrator may not award damages that are barred by this user agreement. You and Convo both waive any claims for an award of damages that are excluded under this user agreement.

Prior to arbitration, you must first put your dispute in writing by mail to:

Convo Communications, LLC
Legal
2028 E Ben White Blvd #240
Austin, TX 78741
USA

and provide an opportunity for dispute resolution. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Convo is notified by the other of a dispute, then either party may submit the arbitration to the AAA.



Any claim or dispute relating to your access to or use of relay services provided by Convo or relating to this user agreement must be brought within two (2) years after the date the basis for the claim or dispute first arises. Unless applicable substantive law provides otherwise, you will bear responsibility for all expenses necessary for participation in arbitration, including attorneys' fees and expenses for witnesses, document production, and presentation of evidence. The prevailing party in the arbitration may seek to recover fees charged by the American Arbitration Association and the expenses of the arbitrator from the other party.

Notwithstanding anything in this user agreement, all actions arising from or pertaining to this user agreement and all disputes between the parties shall be initiated, maintained, and resolved in Wimberley, in the State of Texas, USA.

This section shall survive the expiration of this user agreement.

Jurisdiction

The laws of the State of Texas, USA, govern this user agreement. In cases of arbitration, provisions of this user agreement will be governed by the Federal Arbitration Act, which applies regardless of where you reside or from where you access or use relay services provided by Convo. All actions arising from or pertaining to this user agreement and all disputes between the parties shall be initiated, maintained, and resolved in Wimberley, in the State of Texas, USA.

Miscellaneous

This user agreement does not provide any third party with a remedy, claim, or right of reimbursement. Convo disclaims responsibility for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorism, natural occurrences otherwise known as acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

Convo retains the discretion to assign its rights and duties under this user agreement to another party at any time without notice and shall have no obligations to you under duties that have been assigned. You may not assign this user agreement without our prior written consent.

This user agreement constitutes the entire agreement between you and Convo and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, regarding relay services provided by Convo. Any changes to this user agreement will be presented in the "Changes to this User Agreement" section below.



Neither you nor Convo is relying on any representations or statements by the other party or any other person that are not included in this user agreement.

You agree that in the event you breach, or threaten to breach, any part of this user agreement, Convo shall be entitled to seek immediate remedies available to it, at law and in equity. Should it becomes necessary for Convo to seek injunctive relief, Convo shall not be required to post a bond or other security.

Any failure by Convo to insist upon or enforce any provision of this user agreement will not be taken as a waiver of that provision.

If any part of this user agreement is found invalid or unenforceable, the rest of the user agreement will remain valid and enforceable. The part that is found invalid shall be replaced with valid terms under the law that most closely match the intent of the parties as manifest by this user agreement.

This section shall survive the expiration of this user agreement.

Effective Date

This user agreement is effective October 1, 2009.

Convo reserves the right to update this advisory without notice and to remain in compliance with evolving legislation and regulations. Your continued usage of services or products provided by Convo implies acceptance of this user agreement in its entirety.

Contact

If you would like to submit questions, feedback, or statements on this User Agreement, email **support@convorelay.com** or address mail to:

Convo Communications, LLC
Legal
2028 E Ben White Blvd #240
Austin, TX 78741
USA