

Convo Now Terms & Conditions

These Terms and Conditions (“Terms and Conditions”) is a contract between Convo Communications, LLC (“Convo”) and you (“you”, “Party”, and “Customer”) that governs use of Convo’s on-demand virtual interpreting services (“Convo Now”) where Convo provides a solution that uses video technology with a sign language interpreter (“interpreter”) to facilitate communication between a Deaf person (“User”) and a hearing person to enhance the need for virtual on-demand access to communication without the need for interpreters to be present in the same environment with other parties.

1. Definitions:
 - a. “Customer” shall refer to the paying party.
 - b. “User” shall refer to the individual for whom the interpreting is provided for
2. Through the use of Convo’s software app, Convo provides on-demand virtual sign language interpreting for Deaf and Hard of Hearing people. The virtual on-demand sign language services are hereinafter referred to as “Convo Now.”
3. Convo Now’s operation hours will be subject to the hours posted on its website for the Convo Now program and can be found here: <https://help.convorelay.com/knowledge/what-are-interpreting-service-hours>
4. Ownership of Intellectual Property: Customer and Convo will each retain all rights, titles and interests in their respective Confidential Information and Intellectual Property Rights.
 - a. Except as expressly permitted in this Agreement, (a) each Party will keep confidential and not disclose to any third party the other Party's Confidential Information, and (b) will only use the Confidential Information of the other Party as required to perform its obligations or exercise its rights under this Agreement unless otherwise specified in accordance to jurisdictional law including but not limited to the Access to Information & Privacy Act. Each Party will take precautions to protect the confidentiality of Confidential Information that are at least as stringent as it takes to protect its own Confidential Information of similar nature and importance, but in no event exercising less than reasonable care. Confidential Information” means (a) all information related to Convo’s financial or business plans or practices, including procedures, fees, customers, technology, computer systems, proprietary processes, and products, whether disclosed prior to or after the date of this Agreement, in any form (tangible or intangible), irrespective of whether the information is marked confidential, and (b) any non-public

information of Convo that is disclosed in writing and is conspicuously designated as “Confidential” at the time of disclosure or that, if disclosed orally, is identified as “Confidential” at the time of disclosure, and summarized in a writing sent by the disclosing Party to the receiving Party within 30 days of such disclosure.

- b. “Intellectual Property Rights” means all copyrights, mask works, patents (including reissues, divisions, continuations and extensions), database rights, utility models, business processes patents, trade secrets, know how (including algorithms and formula that may be included in spreadsheets provided by Convo), logos, trademarks, trade names, service marks or service names, whether arising under the laws of the United States or any other jurisdiction or treaty, and all applications, translations, registrations or renewal of the foregoing.
 - c. Interpreters assigned by Convo to Customer events/meetings are bound by confidentiality agreements and will not disclose the content of any communication that they interpret and will not disclose the name of the Customer or the identity of participants in any event/meeting for which they provide services. Upon request by Customer, Convo will provide a copy of the form of confidentiality agreement that binds the interpreters. In any event that there is a request for an interpreter to reveal information or content, such as due to a subpoena, the request shall be brought directly to Convo to address.
 - d. Neither party shall not be in breach of this Agreement if it discloses Confidential Information that is, on the advice of the party’s counsel, required to be disclosed pursuant to a binding legal requirement of a governmental agency or law, or subject to a motion or other proceeding before an agency or court seeking that it be disclosed; provided, that the identified party provides the other with prompt written notice of such requirement prior to any such disclosure in order to provide the other party an opportunity to seek an appropriate protective order. If in the absence of a protective order or other relief, the identified party is nonetheless compelled to disclose Confidential Information, by a court or governmental body having the apparent authority to order such disclosure, then that party may disclose the Confidential Information without liability hereunder.
5. Marketing License Agreement: If using a QR code for Convo Pilot, Customer hereby grants a limited license for Convo’s use of Customer’s preferred logo marketing materials as deemed appropriate. Customer agrees to allow Convo to reuse and republish Customer’s logo for marketing and access purposes. Customer may provide its preferred logo requirements to Convo for use.

6. Information relating to Customer's use of the service including a utilization report, exclusive of data falling under intellectual property rights of Convo, will be made available to the Customer through their account and Customer will be subject to Convo's Privacy Policy ([found by clicking here](#)).
7. Warranty, Indemnification, and Limitations of Liability
 - a. Convo represents that the interpreters it arranges to provide interpretation services under this Agreement are trained and experienced interpreters. They will interpret communications professionally, in a competent manner, and to the best of their ability. However, because of the very nature of the services involved, Convo cannot guaranty that interpretations provided will be completely accurate.
 - b. To service on-demand interpretation, Users are routed to the next available interpreter. Users shall use their own discretion on whether and when to use Convo's on-demand service. Users electing to use Convo interpretation for any and all circumstances including in a medical or legal context do so with the understanding that Convo may be unable to provide an interpreter which specializes or is licensed for interpretation for a particular topic; and the User shall not hold Convo responsible for possessing specialized or licensed interpreting. If the User knows or believes that Convo's interpreting does not fulfill specialized or licensed requirements, the User is responsible for requesting a transfer to a different interpreter or terminating the service.
 - c. Except as expressly stated immediately above, Convo makes no warranties or representations whatsoever to user regarding the services furnished under this agreement.
 - d. If using a QR code to access Convo Pilot, Customer and its staff will be responsible for their patron's usage of Convo Pilot.
 - e. Disclaimer of Damages. Convo shall not be liable for any lost revenue, lost profits, replacements goods, loss of technology, rights or services, incidental special, punitive, indirect or consequential damages, loss of data, or interruption of business, whether under any theory of contract, tort (including negligence), strict liability or otherwise, or damages relating to any claim.
 - f. Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross

its services and/or legal proceedings against you for reimbursement of all costs resulting from the breach.

- a. Termination for Convenience. Either Party may terminate this Agreement for convenience upon written notice of such termination identifying the termination date, which will be at least 15 days from the date the other Party receives such notice. During the notice period, Customer will continue to afford Convo the opportunity to provide at least the same work and volume as it had been providing during 30 days before such notice was given and became effective, and Convo will continue to provide the Services. The Convo will use commercially reasonable efforts to reduce any costs associated with any such termination. If the Services covered by this Agreement are terminated for convenience during the initial term the Customer will owe a one time payment to Convo in addition to any fees payable during the 60 day notice period for work performed.