

ISG-Telecom Consultants Terms of Service Agreement

THE FOLLOWING DESCRIBES THE TERMS ON WHICH ISG-TELECOM CONSULTANTS OFFERS YOU ACCESS TO OUR WEBSITES, PLATFORM AND SERVICES:

Welcome to ISG-Telecom Consultants. We provide our websites (including www.isgtelecom.com and www.isg-telecom.com) platforms, tools, and services (together, the "Platform") to you subject to the terms of service set forth in this Terms of Service Agreement (the "Agreement"). A statement of our privacy policy may be found at <http://www.isg-telecom.com/privacy.pdf>

We may update the Agreement at any time. When we do, we will revise the "Revision date" at the top of this Agreement, and you may view the most recent version at <http://www.isgtelecom.com/tos.pdf> It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. By continuing to use the Platform, you consent to any updates to this Agreement. This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between you and ISG-Telecom Consultants regarding the Platform. By accessing or using the Platform, you accept this Agreement and any modifications that we may make to this Agreement from time to time. If you do not agree to any provision of this Agreement, you should not use the Platform.

1. Platform

Our Platform provides our users with a variety of resources to facilitate organizing of groups. You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Platform, including without limitation your participation in or involvement with any ISG-Telecom Consultants Group and your submission of acceptable Public Information (as defined in Section 4 ("Your Information")). You also agree to comply with all applicable laws, statutes, ordinances and regulations regarding the transmission of technical data exported from the United States or the country in which you reside.

2. Membership

2.1 Eligibility. Our Platform is available to all individuals who are at least 18 years of age. Our Platform is not available to any temporarily or indefinitely suspended ISG-Telecom Consultants users. By registering to use our Platform, you represent and warrant that you are at least 18 years of age. Additional eligibility requirements for a particular ISG-Telecom Consultants Group may be set by the organizer of that particular ISG-Telecom Consultants Group.

We have the right, in our sole discretion, to suspend or terminate your use of our Platform and refuse any and all current or future use of all or any portion of our Platform.

2.2 Password and Security. When you complete our registration process you will create a password that will enable you to access our Platform. You agree to maintain the confidentiality of your password, and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that ISG-Telecom Consultants cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.2.

3. Consent to Disclosure

3.1 Consent to Disclosure. You acknowledge and agree that ISG-Telecom Consultants may disclose Your Information (as defined in Section 4) if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to:(a) comply with a current judicial proceeding, a court order or legal process served on us or our website, (b) enforce this Agreement, (c) respond to claims that Your Information violates the rights of third parties; (d) protect the rights, property or personal safety of ISG-Telecom Consultants, its employees, users and the public; or (e) enable the transfer or sale to another entity of all or substantially all of our stock or assets in the line of business to which this Agreement relates, or upon any other corporate reorganization, subject to the promises made in this Agreement. We also may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or that we believe may expose us or you to legal liability.

4. Your Information

4.1 Definition. "Your Information" is defined as any information post or other material you provide (directly or indirectly), including through the registration process for ISG-Telecom Consultants, or through the use of our Platform, in any public message board (including the personal introduction section of each topic group, or paid services of the ISG-Telecom Consultants website) or through email. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of your Public Information (as defined below).

4.2 Any of Your Information that, through the use of our Platform or otherwise, you submit or make available for inclusion on publicly accessible areas of our website is referred to as "Public Information" (your name (if provided) and location are considered Public Information); any other portion of Your Information shall be referred to as "Private Information." "Publicly accessible" areas of our website are those areas that are available either to some or all of our members (i.e., not restricted to your viewing only) or to the general public.

4.3 You should understand that your Public Information may be accessible by and made public through syndication programs (including data feed tools) and by search engines, meta-search tools, crawlers, meta-crawlers and other similar programs.

Restrictions. In consideration of your use of our Platform, you agree that Your Information:

4.3.1 shall not be fraudulent;

4.3.2 shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

4.3.3 shall not violate any law, statute, ordinance or regulation;

4.3.4 shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;

4.3.5 shall not be obscene or contain, pornography, child pornography, or photographs of unclothed person(s);

4.3.6 shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

4.3.7 shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;

4.3.8 shall not link directly or indirectly to any materials to which you do not have a right to link to or include.

In addition, you agree that you will provide us with your valid, current email address; both at the time of your registration with us and from time to time as your email address changes.

4.5 License. We do not claim ownership of Your Information. We will use Your Information only in accordance with our privacy policy. However, to enable us to use your Public Information and to ensure we do not violate any rights you may have in your Public Information, you grant ISG-Telecom Consultants a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise, commercialize and exploit the copyright, publicity, and database rights (but no other rights) you have in your Public Information, in any media now known or not currently known, with respect to your Public Information.

4.6 Restriction on Use of Your Information. Except as otherwise provided in our privacy policy, we will not sell, rent or otherwise disclose any of your Personally Identifiable Information (as defined in our privacy policy) about you (including your email address) to any third party.

5. Use of Platform

5.1 Control. You, and not ISG-Telecom Consultants, are entirely responsible for all of your Public Information that you upload, post, email, transmit or otherwise make available via our Platform. We do not control your Public Information or the Public

Information of or posted by other users and do not guarantee the accuracy, integrity or quality of Your Information or the Information of or posted by other users. Nor do we endorse any opinions expressed by you or other users. You understand that by using our Platform, you may be exposed to information that is offensive, indecent or objectionable. We do not have any obligation to monitor, nor do we take responsibility for, Your Information, Public Information or information of or posted by other users. You agree that under no circumstances will ISG-Telecom Consultants its directors, officers, shareholders, employees, consultants, agents, advisers, affiliates, subsidiaries or its third-party partners be liable in any way for any information, including, but not limited to, for any errors or omissions in Your Information or the Information of or posted by other users, or for any loss or damage of any kind incurred as a result of the use of Your Information or Information of or posted by other users posted, emailed, transmitted or otherwise made available in connection with our Platform, or for any failure to correct or remove information.

5.2 API License. Subject to the terms and conditions of this Agreement, ISG-Telecom Consultants grants you a limited, non-exclusive, non-transferable, non-sub-licensable license to use any application programming interface ("API") that ISG-Telecom Consultants makes available via the Platform for the sole purpose of integrating or making available Public Information on another web site. ISG-Telecom Consultants reserves all rights not expressly granted under this Agreement.

5.3 Grounds for Removal, Sanction and/or Suspension. Notwithstanding any other provision of this Agreement, the following types of actions are cause for immediate removal, repeal and/or suspension or termination of your account:

(a) The use of our Platform to (including, without limitation, eligibility requirements):

- (i) harm or intimidate another person in any way, including restricting or inhibiting any other user from using our Platform;
- (ii) impersonate any person or entity (including ISG-Telecom Consultants, ISG-Telecom Consultants staff and other members), or falsely state or otherwise misrepresent your affiliation with any person, through the use of similar email addresses, nicknames, or creation of false account(s) or any other method or device;
- (iii) disguise the origin of any Public Information that is transmitted to any third party;
- (iv) "stalk" or otherwise harass another;
- (v) advertise merchandise, auctions, services or commercial websites, including offers to trade or charitable solicitations unrelated to the topic or spirit of the ISG-Telecom Consultants Group or ISG-Telecom Consultants Everywhere;
- (vi) resell Public Information or access to Public Information;
- (vii) collect or store personal data about other users;

(b) Posting any Public Information or other material:

- (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, intimidating, vulgar, obscene, profane, libelous, invasive of another's privacy (including the posting of private emails or contact information about another individual), hateful, or racially, ethnically or otherwise objectionable, including any Public Information or other material that may be considered hate speech;
- (ii) that does not conform to the guidance set forth in Defining Erotic from Pornographic ;
- (iii) that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (iv) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or rights of publicity or privacy;
- (v) that is unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including, but not limited to, "spam," "junk mail," and "chain letters");
- (vi) that is inappropriate, posted in bad faith, or contrary to the spirit of any ISG-Telecom Consultants;
- (vii) that uses the Platform primarily as a lead generator or listing service for another website;

(c) Encouraging others to violate this Agreement;

(d) Refusing to follow ISG-Telecom Consultants staff instruction or direction;

(e) Violation (intentional or unintentional) of this Agreement, or of any applicable local, state, national or international law, statute, ordinance or regulation;

(f) Disclose the Private Information of any member of ISG-Telecom Consultants without the permission of that member; or

(g) Transmit money to ISG-Telecom Consultants through financial accounts that are stolen, fraudulent or otherwise unauthorized.

Also, your posting of other inappropriate actions, Public Information or other materials may also warrant removal and/or suspension from our website. ISG-Telecom Consultants reserves the right to remove any post or other material without warning or further notice.

While we prohibit such conduct and content, you understand and agree that you nonetheless may be exposed to such conduct or content and that you use the Platform and participate in ISG-Telecom Consultants at your own risk.

For purposes of this Agreement, "posting" includes uploading, posting, emailing, transmitting or otherwise making available. Without limiting the foregoing, ISG-

Telecom Consultants and its designees shall have the right to remove any Public Information or other material that violates this Agreement or is otherwise objectionable.

5.4 Interference with Platform. You agree that you will not:

(a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(b) interfere with or disrupt our Platform or networks connected to our website or through the use of our Platform, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Platform, or otherwise interfere with our Platform in any way, including through the use of JavaScript, active or other coding;

(c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or

(d) copy, reproduce, alter, modify, or publicly display any information displayed on our website (except for Your Information), or create derivative works from our website (other than from Your Information), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of ISG-Telecom Consultants or any other third party, except with the prior written consent of ISG-Telecom Consultants or the appropriate third party.

5.5 General Practices Regarding Use of Platform. You acknowledge and agree that we may establish general practices and limits concerning the use of our Platform. You agree that we have no responsibility or liability for the storage or the deletion of, or the failure to store or delete, any of Your Information. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time. In addition, you acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

6. Communications from ISG-Telecom Consultants and Members of the ISG-Telecom Consultants Community

6.1 ISG-Telecom Consultants Communications. You understand that certain communications, such as ISG-Telecom Consultants service announcements and newsletters, as well as offers of sponsorship or promotion relevant and beneficial to you or your ISG-Telecom Consultants Group are part of our Platform. By using our Platform, you expressly agree to receive such communications from ISG-Telecom Consultants. You may manage your subscriptions to ISG-Telecom Consultants communications in the Network Profile Preferences tab of the on

Your Account page; however, some basic communications are a necessary part of our Platform and may not be disabled.

6.2 Communications with Members of the ISG-Telecom Consultants Community.

6.2.1 Your Organizer or Creator or Host. By joining the ISG-Telecom Consultants Network, you understand and agree that you may receive communication from your other members of the group in the normal course of utilizing our Platform. All ISG-Telecom Consultants administrative or member messages will be relayed to your email address through our Platform, which does not disclose your email address.

6.2.3 ISG-Telecom Consultants Group Mailing List and. You may receive email from other members of your ISG-Telecom Consultants Group via your ISG-Telecom Consultants Group's mailing list. You may subscribe, unsubscribe, and manage the frequency of emails you receive from your ISG-Telecom Consultants' mailing list in the Profile Preferences tab of the Your Account page or, for ISG-Telecom Consultants Everywhere, directly from the email itself. You may also send an email to, or reply to an email from, other members of your ISG-Telecom Consultants Group or. Bear in mind that when you send an email to your ISG-Telecom Consultants Groups' mailing list, your email address will be disclosed to other members of ISG-Telecom Consultants who have also subscribed to the mailing list. When you contact the ISG-Telecom Consultants your email address is disclosed to ISG-Telecom Consultants Group Organizers.

6.2.4 Private email. You may choose to limit which category of ISG-Telecom Consultants.com members may send you private email through our Platform in the Profile Preferences tab of the Your Account page.

6.2.5 ISG-Telecom Consultants Group Members. If you are Group Creator you agree to receive messages from individual members of your ISG-Telecom Consultants Group.

6.3 Role of Organizer and Creator and Host. You understand that the Organizer of a ISG-Telecom Consultants Group in which you are a member has the right, in his or her sole discretion, to temporarily suspend, indefinitely suspend or terminate your membership in his or her ISG-Telecom Consultants Group, limit or set eligibility requirements for ISG-Telecom Consultants Group members, and to temporarily or permanently remove any content or information that you have posted in connection with such ISG-Telecom Consultants. Please be aware that an Group Organizer is: (a) not ISG-Telecom Consultants' representative or agent, and therefore an Group Organizer or Creator and Host behalf; (b) not entitled to enter into contractual relations or obligations on behalf of specific

Group members unless expressly agreed by those Group members; and (c) acting independently, and therefore no contractual relationship or obligation arises between an Group Organizer or an individual Group/Everywhere member unless otherwise agreed.

6.4 Use of Pop-up Windows. ISG-Telecom Consultants will not launch pop-up windows to advertise third-party products or services.

6.5 Other Users. We do not control the information provided by other users, which is made available through our system. You may find other users' information to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense when using our website. Please note there is a risk that you may be dealing with underage persons or people acting under false pretense.

7. Privacy

7.1 ISG-Telecom Consultants collects registration and other information about you through the Platform. Our collection, use, and disclosure of this information is governed by the ISG-Telecom Consultants Privacy Policy Statement available at <http://www.lifesensuals.com/home/life-sensuals-privacy.html>.

8. Links

8.1 We may provide, or third parties may provide, links to other websites or resources. Because we have no control over such websites or resources, you acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You also acknowledge and agree that ISG-Telecom Consultants shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resource.

9. Dealings with Marketing Partners and Third Parties

9.1 Your correspondence or business dealings with, or participation in promotions of, marketing partners or other third parties found on our website or through our Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such marketing partner or other third party. You agree that ISG-Telecom Consultants shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such marketing partners or other third parties on our website or located through the use of our Platform.

10. Indemnity

10.1 You agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of your representations and warranties or this Agreement or the documents it incorporates by reference, your use of our Platform, Your Information, your violation of any law, statute, ordinance or regulation or the rights of a third party, your participation in a ISG-Telecom Consultants Group, or your participation as a Group Organizer or in ISG-Telecom Consultants Meetings(whether the claim or demand is due to or arising out of your transportation to or from, attendance at, or the actions of you or other users at ISG-Telecom Consultants Events). Without limiting the foregoing, you, as Group Organizer agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any ISG-Telecom Consultants member or third party due to or arising out of your actions as Group Organizer, including your use of money paid to you by members of your ISG-Telecom Consultants Group.

11. Warranties; Liability

11.1 Disclaimer of Warranties. Your use of our Platform is at your sole risk. Our Platform is provided to you "as is" and on an "as available" basis. We specifically disclaim all warranties and conditions of any kind, whether express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We disclaim any warranties regarding the security, reliability, timeliness, and performance of our Platform. We disclaim any warranties for any information or advice obtained through our Platform. We disclaim any warranties for services or goods received through or advertised on our Platform or received through any links provided by our Platform, as well as for any information or advice received through any links provided through our Platform.

In addition, no advice or information (oral or written) obtained by you from us shall create any warranty. You understand and agree that you download or otherwise obtain material or data through the use of our Platform at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data.

11.2 Limitation of Liability. You agree that in no event shall ISG-Telecom Consultants be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ISG-Telecom Consultants

has been advised of the possibility of such damages), arising out of or in connection with our Platform or this Agreement or the inability to use our Platform (however arising, including negligence), arising out of or in connection with Third Party Transactions or arising out of or in connection with your use of our Platform or transportation to or from ISG-Telecom Consultants Meetings or Events , attendance at ISG-Telecom Consultants Events, participation in or exclusion from ISG-Telecom Consultants Groups and the actions of you or others at ISG-Telecom Consultants Events. Our liability to you or any third parties in any circumstance is limited to the greater of (a) the amount of fees, if any, you pay to us in the twelve (12) months prior to the action giving rise to liability, and (b) \$100.

11.3 Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or of incidental or consequential damages. Accordingly, some of the limitations in this Section 12 may not apply to you.

12. Dispute Resolution

12.1 Process. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement including the documents it incorporates by reference, your use of our Platform, Your Information, your violation of any law or the rights of a third party, or your participation in ISG-Telecom Consultants Events (whether the dispute, claim or controversy is due to or arising out of your transportation to or from, attendance at, or the actions of you or other users at ISG-Telecom Consultants Events). In the event that the dispute, claim or controversy is not resolved by these negotiations, the matter will be submitted to Judicial Arbitration and Mediation Services, Inc. (a.k.a. "JAMS"), or its successor, for mediation pursuant to Section 12.3, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to Section 12.4. Nonetheless, legal action taken by ISG-Telecom Consultants to collect any fees and/or recover damages for, or obtain an injunction relating to, our website operations, intellectual property or our Platform, shall not be submitted to mediation or arbitration except as otherwise agreed to in writing by ISG-Telecom Consultants. In addition, either you or ISG-Telecom Consultants may seek any interim or preliminary relief from a Court of competent jurisdiction in Tampa, Florida, USA necessary to protect the rights or property of you or ISG-Telecom Consultants pending the completion of arbitration.

12.2 Negotiation. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within fifteen (15) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority

will meet in person or otherwise at a mutually agreeable time and place within thirty (30) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

12.3 Mediation. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

12.4 Arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement by negotiation or mediation under Sections 12.2 and 12.3 shall be submitted to final and binding arbitration before JAMS, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS and with one another in selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings. The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs.

12.5 Enforcement. The provisions of Sections 12.3 and 12.4 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered.

12.6 Notice; Waiver. By agreeing to this Agreement you have, except as otherwise specified in Section 12.1, all disputes, claims or controversies arising out of or relating to this Agreement decided by negotiation, neutral mediation

and/or neutral arbitration as provided in this Section 13, and you are giving up any rights you might possess to have those matters litigated in a court or jury trial. Also, by agreeing to this Agreement you are giving up your judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. Your agreement to this arbitration provision is voluntary.

12.7 **Dispute Resolution By ISG-Telecom Consultants for the Benefit of Users.** We may try to help ISG-Telecom Consultants members resolve disputes. We do so in our sole discretion, and we have no obligation to try to resolve disputes between users. To the extent we attempt to resolve disputes, we will do so in good faith based solely on the general rules and standards of the Platform, and we will not make judgments regarding legal issues or claims.

13. Modifications

13.1 We reserve the right at any time or times to modify or discontinue, temporarily or permanently, all or any portion of our Platform with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or termination of our Platform.

14. Termination; Breach

14.1 You agree that we, in our sole discretion, may issue a warning, temporarily suspend, indefinitely suspend, remove content or information you have posted, or terminate your account your status as a particular ISG-Telecom Consultants Group member or Group Organizer, or your ability to use all or any portion of our Platform (including any APIs), for any reason, including, without limitation, (a) for lack of use, (b) if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement or the documents or agreements it incorporates by reference, (c) if we are unable to verify or authenticate any information you provide to us, or (d) if we believe that your actions may cause legal liability for you, our users or us. You agree that any termination of your account or access to all or any portion of the Platform under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or our Platform. You also agree that we shall not be liable to you or any third party for any termination of your use of or access to all or any portion of the Platform. Termination or suspension of your use of our Platform in violation of Section 4.2 will not result in refunds of membership fees paid, if any, and you will forfeit the remaining period of your paid membership, if any.

15. Trademarks; Copyrights; Proprietary Rights

15.1 ISG-Telecom Consultants' Trademarks. ISG-Telecom Consultants trademarks and service marks, and other ISG-Telecom Consultants logos, products and service names, are trademarks of ISG-Telecom Consultants Inc. (the "ISG-Telecom Consultants Trademarks"). Except as otherwise permitted by law, you agree not to display or use in any manner the ISG-Telecom Consultants Trademarks without ISG-Telecom Consultants' prior written consent.

15.2 Copyrights and Trademarks of Others. ISG-Telecom Consultants respects the intellectual property of others, and we ask our users to do the same. To the extent ISG-Telecom Consultants uses a trademark that is the property of a third party, ISG-Telecom Consultants shall provide clear notice to anyone viewing ISG-Telecom Consultants' use of that trademark that (a) ISG-Telecom Consultants does not own the trademark and that the trademark is the property of a third party, (b) ISG-Telecom Consultants has no affiliation, connection or association with that third party, and (c) if applicable, that third party has not approved or sponsored ISG-Telecom Consultants' use of the trademark in any way. We may, in appropriate circumstances and in our discretion, remove, or disable access to, material that infringes on the rights of others, and terminate access to our Platform to those who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent the following information: 1.an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; 2.a description of the copyrighted work or other intellectual property that you claim has been infringed; 3.a description of where the material that you claim is infringing is located on the site; 4.your address, telephone number, and email address; 5.a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; 6.a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

Copyright Agent

David P. Reiner, II, Esq.

Reiner & Reiner, P.A.

9100 S. Dadeland Blvd., Suite 901

Miami, Florida 33156-7815

Tel.: 305-670-8282 Fax: 305-670-8989

By email: legal@isg-telecom.com

15.3 Proprietary Rights. You acknowledge and agree that our Platform contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You also acknowledge and agree that content contained in sponsor advertisements or information presented to you through our Platform or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as consented to by ISG-Telecom Consultants or advertisers in writing, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on our Platform, in whole or in part.

16. No Resale

16.1 You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of ISG-Telecom Consultants' Platform, use of the Platform, or access to the Platform for any sales of goods or services, or promotion of a company, good, or service unrelated to the topic or spirit of the ISG-Telecom Consultants.

17. Additional Terms

17.1 Notices. Except as otherwise stated in this Agreement or as expressly required by local law, any notice to us shall be given by certified postal mail to:

ISG-Telecom Consultants, Attn: Legal Department,
David P. Reiner, II, Esq.
Reiner & Reiner, P.A.
9100 S. Dadeland Blvd., Suite 901
Miami, Florida 33156-7815

and any notice to you shall be given to the email address that you provided us during the registration process. Notice shall be considered given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Notice given by postal mail shall be considered given three (3) days after the date of mailing.

17.2 Entire Agreement. This Agreement constitutes the entire agreement between you and ISG-Telecom Consultants, superseding any prior agreements between you and ISG-Telecom Consultants. To the extent that you have previously registered with ISG-Telecom Consultants and provided Your Information, this Agreement now governs how ISG-Telecom Consultants may use Your Information, whether provided in the past or the future.

17.3 No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and ISG-Telecom Consultants is intended or created by this Agreement.

17.4 Governing Law. Except as expressly provided in this Section, (a) this Agreement and the relationship between you and ISG-Telecom Consultants shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions, as such laws are applied to agreements entered into and to be performed entirely within North Carolina between North Carolina residents, and (b) you and ISG-Telecom Consultants agree to submit to the personal and exclusive jurisdiction of the courts located within the State of North Carolina.

17.5 Assignment. You agree that this Agreement, all rights herein, and all incorporated agreements may be automatically assigned by ISG-Telecom Consultants, in our sole discretion, to one or more third parties in the event of a merger, acquisition, corporate reorganization, sale of all or substantially all of ISG-Telecom Consultants' assets, or similar transaction.

17.6 No Guaranty. We do not guarantee continuous, uninterrupted or secure access to our Platform, and operation of our website may be interfered with by numerous factors outside of our control.

17.7 No Waiver. ISG-Telecom Consultants' failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive our right to act with respect to subsequent or similar breaches.

17.8 Severance. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and ISG-Telecom Consultants nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

17.9 Survival. Sections 3.2 (Fees Assessed by Organizers; Payments to Organizers), 3.3 (ISG-Telecom Consultants Group Fees; New Group Activation Fee) 4.3 (License), 5.3 (Interference with Platform), 6.2 (Release), 11 (Indemnity), 12 (Warranties; Liabilities), 13 (Dispute Resolution) and 18.4 (Governing Law) shall survive any termination or expiration of this Agreement.

17.10 Limitation. You and ISG-Telecom Consultants each agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of our Platform or this Agreement must be filed within one (1) year after the claim or cause of action arose or be forever barred.

17.11 Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

18. Disclosures; Violations

18.1 The Platform offered under this Agreement is offered by ISG-Telecom Consultants. Please report any violations of this Agreement by sending a notice of the violation to the Secretary of ISG-Telecom Consultants by postal mail or email, as follows:

ISG-Telecom Consultants, LLC
4274 Enfield Court, Suite 1600
Palm Harbor, Florida 34685
Email: support@isg-telecom.com

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By indicating during registration that you have read and agreed to this Agreement, you are agreeing that you have read and understand this Agreement and agree to all of the terms of this Agreement, including Section 13 which provides that, except as otherwise specified in Section 12.1, all disputes, claims or controversies arising out of or relating to this Agreement shall first be dealt with through negotiation and mediation and if the dispute is not resolved shall then be submitted to binding, neutral arbitration.