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Telesphere Networks Ltd. – Website Terms of Use Agreement Effective March 2009

Welcome to the Telesphere.com Web site (“Site”). Telesphere Networks Ltd. (“Telesphere”), as the owner of this Site, provides visitors to the Site or Telesphere customers (“Users”), with access to and use of the Site subject to compliance with the terms and conditions set forth below, including all documents, policies, and guidelines incorporated herein (the “Agreement”). Users should review this agreement carefully before accessing, browsing, or using our Site.

Users visiting or accessing the Telesphere Site agree to be bound by the terms and conditions described in this Agreement and by all documents, policies, and guidelines incorporated by reference, including but not limited to those described in the [Related Policies](#) section below. This Agreement contains provisions regarding:

- [Availability to U.S. residents;](#)
- [Related policies;](#)
- [License and terms of Site access;](#)
- [Copyright;](#)
- [Trademarks and service marks;](#)
- [Linking;](#)
- [Product and service descriptions, pricing and availability;](#)
- [Disclaimers;](#)
- [Limitation of liability;](#)
- [Indemnification;](#)
- [Third-party rights;](#)
- [Applicable law, venue, and limitation of actions;](#)
- [Termination;](#)
- [Severability;](#)
- [Enforceability and admissibility;](#) and
- [Waiver, modification, and assignment.](#)

This Agreement does not alter in any way the terms or conditions of any other written or on-line agreement Users may have or will have with Telesphere, including any agreement for the purchase of products or services. Telesphere reserves the right to modify this Agreement or any policy or guideline referenced herein at any time and in its sole discretion, with such modifications being effective when posted. Any Users access to or use or browsing of our Site following the posting of such modifications will constitute acceptance of the Agreement as revised.



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1. Availability to U.S. Residents

This Site is intended only for the use of persons residing in the United States, and for delivery of products and services within the United States.

2. Related Policies

Acceptable Use Policy: Telesphere is committed to ensuring the responsible use of our products and services. We have developed our [Acceptable Use Policy](#) to define the conduct and content we require in the access and use of our products and services. To learn more about these guidelines, please refer to the [Acceptable Use Policy](#) section of the Site.

Privacy Policy: Telesphere is committed to protecting the privacy of Users who use this Site. We have therefore created a [Privacy Policy](#) to explain our privacy practices and procedures. We believe that Users should know what information we collect, as well as understand how we use, disclose, and protect that information. We believe that Users should be able to communicate with us easily to limit the disclosure of any personally identifiable information, where practicable, and to address any questions or concerns. To learn about Telesphere's information collection and use practices and policies, please refer to the [Privacy Policy](#) section of the Site.

CPNI Policy: In addition to protecting Users personal information as outlined in our [Privacy Policy](#), Telesphere complies with Federal Communications Commission regulations regarding the protection of customer account information known as "Customer Proprietary Network Information" or CPNI. To learn more about our commitment to the protection of information, please refer to the [CPNI Policy](#) section of the Site.

3. License and Terms of Site Access

Limited License: Telesphere grants Users a limited license to access and make personal, non-commercial use of our Site and the content displayed on it. Any other redistribution, retransmission, copying, or publication of any content from this Site is strictly prohibited without the express written consent of Telesphere. Our grant of this limited license does not include, without limitation: (1) any right of resale or commercial use of the Site or any of its content; (2) the collection and use of any products or services listings or descriptions; (3) making derivative uses of the Site or any of its contents; or (4) use of any data mining, "spiders," "robots," "wanderers," or similar data gathering and extraction methods. Except as noted above, Telesphere does not grant to Users any right or license by implication, estoppel, or otherwise in or under any copyright, trademark, service mark, registered trademark, or proprietary right of Telesphere or any third party. See the [Copyright](#) and [Trademarks and Service Marks](#) sections below for further information.



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User Name and Password: Users are responsible for maintaining the confidentiality of their Telesphere user name and password information and for restricting access to their computer. Users agree to accept responsibility for all activities that occur under their account or password. In the event the confidentiality of account, username, or password information is compromised in any manner, Users should notify Telesphere immediately. Consistent with our [CPNI Policy](#), Telesphere reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Site and Users accounts, including without limitation terminating accounts, changing passwords, or requesting additional information to authorize account transactions. Notwithstanding the above, Telesphere may rely on the authority of anyone accessing Users accounts or passwords and in no event and under no circumstances shall Telesphere be held liable to Users for any liabilities or damages resulting from or arising out of (1) any action or inaction of Telesphere under this provision, (2) any compromise of the confidentiality of User accounts or passwords, or (3) any unauthorized access to User account or passwords. Any unauthorized use of this Site will terminate the permission or license granted herein and may violate applicable law including copyright laws, trademark laws (including trade dress), and communications regulations and statutes. All violators will be prosecuted to the fullest extent of the law.

Responsibility for User Conduct: By using this Site, Users agree not to impersonate any person or entity, otherwise misrepresent affiliations with a person or entity, misrepresent addresses or countries of residence, or interfere with other Users of the Site. Users are solely liable for the content of any message, data, information, text, or other material submitted or transmitted to this Site. Consistent with the [Indemnification](#) section below, Users agree to indemnify and hold harmless Telesphere from any claim, action, demand, loss, or damages (including attorneys’ fees) made or incurred by any third party arising out of or relating to Users conduct, violation of this Agreement, or violation of any rights of a third party.

Enforcement: Telesphere has the right, but not the obligation, to suspend or terminate Users access and use of the Site at any time and at its sole discretion, and to cancel Users orders for products and services at any time and at its sole discretion. Telesphere has the right, but not the obligation, to enforce strictly this Agreement by means of, without limitation, issuing warnings, suspending or terminating Users registration or account, self help, active investigating, litigating, and/or prosecuting in any court or appropriate venue. Consistent with its [Acceptable Use Policy](#), Telesphere may access, use, and disclose transaction information and any message, data, information, text or other material Users submit or transmit to this Site to comply with the law (e.g., a lawful subpoena); enforce or apply our User



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agreements; to bill, and collect for services and products; and to protect our rights or property. Indirect or attempted violations of this Agreement or any related policy, and actual or attempted violation by a third party on behalf of Telesphere Users shall be considered violations of the Agreement by such Users.

4. Copyright

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6. Linking

Limited Right to Link to the Site: Subject to the restrictions in this Agreement, including without limitation those in the [License and Terms of Site Access](#) section above, Telesphere grants Users limited, nonexclusive right to create a hypertext link (“link”) to the home page of this Site so long as the link does not portray Telesphere or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. Users may not use a Telesphere design, logo, or other proprietary graphic, trademark, or registered trademark to link to this Site without the express written permission of Telesphere.

Third-Party Links: Users may encounter links to this Site on third-party Web sites. Telesphere may also display on this Site links to third-party Web sites. In permitting (but only pursuant to the provisions above) or providing these links to you as a convenience, Telesphere in no way implies affiliation, endorsement, or adoption of any linked Web site, of the owner or operator of such a site, or of any content displayed on such a site. Telesphere does not control in any way such third-party Web sites. Telesphere accepts no responsibility for—and otherwise makes no claim or representation regarding—the quality, content, or reliability of third-party Web sites or services accessible by link from this Site, or third-party Web sites linking to this Site. When leaving the Telesphere Site using a link, Users should be aware that this [Terms of Use](#) and Telesphere’s [Acceptable Use Policy](#) no longer govern the use of or access to whichever Web site viewed. Users should therefore review the terms of use and privacy practices and procedures of that Web site.

7. Product and Service Descriptions, Pricing, and Availability

With respect to its offering of information, products, and services, on the Site, Telesphere attempts to be as accurate as possible. Nevertheless, Telesphere does not warrant that information, product and service descriptions and availability, or other content of this site is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible due to computer or other error or cause that a product or service offered on the Site may be mispriced, described inaccurately, or unavailable. In the event Telesphere determines that a product or service is mispriced or described inaccurately, Telesphere reserves the right to take any action it deems reasonable and necessary, in its sole discretion, to rectify the error, including without limitation canceling your order. Users agree to notify Telesphere immediately if they become aware of any pricing or descriptive errors or inconsistencies with any product or service ordered through the Site, and agree to comply with any corrective action taken by Telesphere.

8. Disclaimers

“As Is” and “As Available” Basis: This Site and the materials contained therein are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, as to the operation of this Site or the information, content, materials, products, or services included on this Site. Users



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9. Limitation of Liability

IN NO EVENT SHALL TELESPHERE BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) THE USE OR INABILITY TO USE THE SITE OR THE CONTENT, MATERIALS, INFORMATION, TRANSACTIONS, PRODUCTS OR SERVICES PROVIDED ON OR THROUGH THE SITE, OR (2) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SITE OR THE CONTENT, MATERIALS,



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Certain state laws do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to all Users, and certain Users may have additional rights to those contained herein. In such states, Telesphere's liability is limited to the greatest extent permitted by law.

10. Indemnification

Users agree to indemnify, defend and hold harmless Telesphere, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

11. Third-Party Rights

The provisions of the Product and Service Descriptions, Pricing, and Availability, Disclaimers, Limitation of Liability, and Indemnification sections above are for the benefit of Telesphere and its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against Users on its own behalf.

12. Applicable Law, Venue, and Limitation of Actions

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Arizona without resort to its conflict of law provisions. Other than payment claims for goods delivered by Telesphere and retained by purchaser, any dispute between Telesphere and Users arising out of or relating to this Agreement and Related Policies (including any claim under federal or state law) shall be settled by binding arbitration under the rules of the American Arbitration Association. Any disputes as to whether any claim or dispute is subject to arbitration shall also be settled by binding arbitration.

13. Termination

Notwithstanding any of these terms and conditions, this Agreement may be terminated by either party without notice at any time for any reason; provided that the User may no longer access or use the Site after this Agreement has been terminated. The sections of this Agreement entitled Copyright; Trademarks and Service Marks; Disclaimers; Limitation of Liability; Indemnification; Third-Party Rights; Applicable Law, Venue, and Limitation of Actions; Termination; Severability; Enforceability and Admissibility; and Waiver, Modification, and Assignment shall survive any termination of this Agreement.



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14. Severability

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

15. Enforceability and Admissibility

This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (1) deemed for all purposes to be a “writing” or “in writing,” and to comply with all statutory, contractual, and other legal requirements for a writing; (2) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (3) deemed an “original” when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

16. Waiver, Modification, and Assignment

Any failure by Telesphere to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right thereof. Neither the course of conduct between Telesphere and Users of this Site nor trade practice shall act to modify any provision of this Agreement. Telesphere may assign its rights and duties under this Agreement to any party at any time without notice to Users.