

Telecom Business Network Terms and Conditions

Last updated: June 8, 2023

1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of the products, services, websites, and applications (collectively referred to as the "Services") provided by Telecom Business Network and its affiliated companies (collectively referred to as "Telecom Business Network" or "we").

Please read these Terms carefully before using any of the Services. By accessing or using any Service, you agree to be bound by these Terms. If you do not agree to all the Terms, then you may not access or use the Services.

2. Eligibility and Acceptance

You must be at least 18 years old to use the Services. By accepting these Terms, you represent and warrant that: (i) you are at least 18 years old; (ii) you have not previously been suspended or removed from the Services; and (iii) your registration and your use of the Services is in compliance with all applicable laws and regulations.

3. Services and Telecom Business Network Policies

Telecom Business Network may make certain Services available to individuals who register for a Telecom Business Network account

("Account"). You must provide accurate and complete information and keep your Account information updated.

Telecom Business Network provides its Services in accordance with its policies as published on its website or within the Services. You agree to adhere to all applicable Telecom Business Network policies when using the Services. Telecom Business Network may revise its policies from time to time by posting updated versions on its website and within the Services.

Telecom Business Network may contact you via phone call, SMS, email or other means using the contact information associated with your Account in order to provide notices regarding the Services, billing/payment issues, promotions or other transactional information.

4. User Content

Some Services may allow you to upload content to your Account including photos, videos, audio files, comments or other materials ("User Content"). You retain ownership of your User Content.

You grant Telecom Business Network a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Content in connection with the Services.

You are solely responsible for your User Content and represent and warrant that you have all rights necessary to grant Telecom Business Network the license rights in this section without infringing or violating third party rights. You agree to abide by our Content Policy when using or submitting User Content. Telecom Business Network reserves the right to remove User Content from the Services at its discretion.

5. Fees and Payment

Some Services require payment of fees. You agree to pay all applicable fees based on Telecom Business Network's payment terms. Telecom Business Network may change its fees and payment policies for the Services by posting updated terms on its websites or within the applicable Services.

6. Use Restrictions and Termination

You agree not to misuse the Services or assist anyone else in doing so. For example, you will not:

- Copy, modify, host, stream, sublicense, or resell any part of the Services;
- Access or use any Service in violation of applicable laws;
- Upload viruses, spyware or other malicious code;
- Violate the rights of others;
- Send spam or other unsolicited communications;
- Interfere with the proper operation of the Services; or
- Access or use the Services for any illegal or unauthorized purpose.

If Telecom Business Network determines, in its sole discretion, that you have violated these Terms then we may temporarily or permanently ban you from the Services without notice. We may also block, restrict, disable, suspend or terminate your access to the Services at any time in our sole discretion.

7. Disclaimers and Limitations of Liability

The Services and all information, products and other content included in or accessible from the Services are provided on an "as is" and "as available" basis.

To the fullest extent permitted under applicable law, Telecom Business Network disclaims all representations and warranties of any kind, whether express, implied or statutory, regarding the Services and your use thereof.

Telecom Business Network does not warrant that the Services will be uninterrupted, timely, secure, error-free or free from viruses or other harmful components.

Telecom Business Network will not be liable for any damages arising out of your use of the Services. This includes direct, indirect, incidental, punitive and consequential damages.

8. Indemnity

You agree to fully indemnify, defend and hold harmless Telecom Business Network and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses arising from: (a) your access to or use of the Services; (b) your User Content; (c) your violation of these Terms; or (d) your violation of any third party rights.

9. General Provisions

These Terms constitute the entire agreement between you and Telecom Business Network relating to their subject matter and supersede any prior version of these Terms.

These Terms do not create any third party beneficiary rights or any agency, partnership or joint venture.

Telecom Business Network's failure to enforce a provision is not a waiver of its right to do so later.

If any provision of these Terms is found unenforceable then that provision will be severed from these Terms. The remaining Terms will remain in full effect.

Telecom Business Network may assign any of its rights and obligations under these Terms.

These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. You agree that any dispute arising out of or relating to these Terms or the Services will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Delaware.

10. Contact Us

If you have any questions about these Terms or the Services, please contact us at: admin@telecombn.com