

Inventive Labs Telephony Bank

Terms of Use

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY PRIOR TO SIGNING UP FOR THE TELEPHONY BANK, BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU ("The Subscriber") ACKNOWLEDGE AND AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT FOR THE USE OF THE SERVICES PROVIDED BY INVENTIVE LABS. IF Subscriber IS NOT WILLING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF THE Subscriber IS NOT OF AGE, OR IS OTHERWISE UNABLE BY LAW TO BE A PARTY TO THIS AGREEMENT, THE Subscriber SHOULD NOT SIGN UP FOR THE TELEPHONY BANK. INVENTIVE LABS RESERVES THE RIGHT TO DISCONTINUE SERVICES IN THE EVENT Subscriber DOES NOT OTHERWISE COMPLY WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

1. GRANT OF RIGHTS TO USE SERVICES.

- The Services will allow Subscriber to perform various functions sending prerecorded audio and voice to predetermined phone numbers.
- The Service will allow Subscriber to perform various functions setting up various pre-recorded audio voice messages and menu options that would allow callers to listen and respond to various voice prompts.
- Subscriber is solely responsible for obtaining all equipment and approvals necessary for connection to the World Wide Web and all charges associated with such connection to the World Wide Web.

2. SUBSCRIBER REGISTRATION

- Subscriber will provide all relevant data to Inventive Labs upon signing up for the Services and at subsequent times as requested by Inventive Labs.
- Subscriber agrees to provide and maintain true, accurate, current and complete information about himself/herself.
- Subscriber shall update the registration data as applicable.
- Upon completion of all registration information and acceptance of this Agreement, Subscriber can establish a User Name and Password.
- Subscriber is solely responsible for maintaining the confidentiality of Subscriber's User Name, Password, Personal Identification Number (PIN).
- Subscriber shall not give account information to third parties and shall at all times be responsible and liable for any transactions or activities that originate from Subscriber's account.
- Subscriber shall immediately notify Inventive Labs if any unauthorized use of Subscriber's account has occurred or of any other breach of security.
- Please refer to our Privacy Policy for more details.
- Subscriber understands and agrees that Subscriber and, if applicable, Subscriber's company will assume all financial responsibilities for use of Inventive Labs services originating from Subscriber's account by Subscriber or others.

3. INVENTIVE LABS'S RIGHTS

- Inventive Labs shall retain all right, title and interest to the Services including all copyrights, trademarks and all other intellectual property right there to.
- Subscriber may not, nor allow any third party, to copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services and no use of trademarks is granted under this Agreement.
- The copyright notices and other proprietary legends shall not be removed from the Services and no use of trademarks is granted under this Agreement.
- Subscriber may not grant any sub-license, leases or other rights in the Services to any third party. All rights not expressly granted under this Agreement are retained by Inventive Labs.

4. TERMINATION

- Either party may terminate this Agreement upon notice to the other party.
- Inventive Labs reserves the right to suspend, deny or terminate Subscriber's service if Inventive Labs, at its sole discretion, believes Subscriber is using or plans to use Inventive Labs services in a manner that is unlawful, abusive, prohibited by the Inventive Labs Terms of Service or if Subscriber's use or planned use of Inventive Labs services creates or could create a potential adverse impact to Inventive Labs' ability to provide service to others.
- Upon termination, Subscriber shall immediately cease to use the Services and Inventive Labs shall have no further obligations whatsoever to Subscriber.
- Inventive Labs shall not be liable to the Subscriber or any third party for any reason for Inventive Labs terminating this Agreement.

5. LIMITATION OF LIABILITY

- In no event shall Inventive Labs be liable to Subscriber or any third party for special, indirect, incidental or consequential damages whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability. Inventive Labs' liability for damages, regardless of the form of the action, shall not exceed the license fee paid by Subscriber for the Services, if any. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

6. WARRANTY DISCLAIMER

- The Services licensed thereunder are licensed "as is" and "as available" and Inventive Labs makes no warranties, express or implied, including but not limited to the implied warranties of merchant ability and fitness for a particular purpose and any similar warranty whether said warranty arises under provisions of any law of the United States or any state thereof. Inventive Labs makes no representations or warranties that the services are free of rightful claims of any third party for infringement of proprietary rights. The entire risk associated with the use of the Services shall be borne solely by Subscriber.
- Inventive Labs makes no warranty that the Services will meet Subscriber's requirements, or that the Services will be uninterrupted, timely, secure, error free or that any defects in the Services will be corrected.
- Inventive Labs Outbound service is a nonrefundable, nonreturnable, non-exchangeable prepaid service. All purchases are final. Unused balances are nonrefundable.
- Inventive Inbound service is a nonrefundable, nonreturnable, non-exchangeable prepaid service. All purchases are final. Unused balances are nonrefundable.
- Monthly Recurring charge and service charges are prepaid on a monthly basis. Additional minute charges are billed the month following the month additional minute charges are incurred.
- Calls are billed in 6 second increments.



- Inventive Labs does not make any warranty pertaining to any goods or Services purchased, obtained, secured or acquired through the Services or any transaction entered into through the Service.
- Inventive Labs does not warrant the accuracy or reliability of the results obtained through use of the Services or any data or information downloaded or otherwise obtained or acquired through the use of the Services. Subscriber acknowledges that any data or information downloaded or otherwise obtained or acquired through the use of the Services are at Subscriber's sole risk and discretion and Inventive Labs will not be liable or responsible for any damage to Subscriber or Subscriber's property.
- Subscriber will not rely on any representation or warranty implied or expressed by any persons other than an authorized member of Inventive Labs LLC with regards to Inventive Labs products and services.

7. RETURN POLICY

- Inventive Labs offers a 30 day satisfaction guarantee. This means the following: if the user can provide proof that (1) any call was not actually delivered but was reported as delivered and the user's account was debited for the call or (2) the call was delivered more than the number of times the phone number appeared in the call list used and the user's account was debited for the calls, Inventive Labs will credit or refund the amount pertaining to the call(s) in dispute. Inventive Labs has 30 days from the date of the notification of the dispute to resolve the dispute. All disputes must be in writing and emailed to support@InventiveLabs.com.

8. INDEMNIFICATION

- Subscriber shall indemnify and hold harmless Inventive Labs, its directors, officers, employees and agents from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any negligent acts, omissions or willful misconduct by Subscriber, Subscriber's use of the Services and any breach of the terms and conditions of this Agreement by Subscriber including any violation of this agreement by subscriber or any other person using subscribers account including but not limited to any violation of any federal or state laws or regulations.

9. MODIFICATION TO SERVICES

- During the term of this Agreement, Inventive Labs may modify or discontinue the Services.
- Inventive Labs shall not be liable to the Subscriber or any third party for any reason for Inventive Labs's modifying or terminating of such Services.
- The Subscriber is responsible for creating a back-up copy of any important or critical information that is stored on the Service prior to storing on the Inventive Labs system.

10. MODIFICATION TO AGREEMENT

- Inventive Labs may automatically amend this Terms of Service Agreement at any time by (i) posting a revised agreement on the Inventive Labs.com Web site, and/or (ii) sending information regarding the Terms of Service amendment to the email address Subscriber provides to Inventive Labs.com. Subscriber is responsible for regularly reviewing the Inventive Labs.com Web site to obtain timely notice of such amendments. Subscribers will be deemed to have accepted these amended Inventive Labs Terms of Service if Subscriber continues to use Inventive Labs service after such amended Terms of Service have been posted or information regarding such amendment has been sent to Subscriber. Otherwise, this Terms of Service Agreement may not be amended except in writing signed by both parties.

11. RULES AND REGULATIONS

- Subscriber shall be fully and solely liable for any prerecorded audio, voice transmissions sent through the Service. Inventive Labs has no control over the content of any transmission or the destination such transmission will be sent nor will it be liable for such content.

- Subscriber shall not use the Services to create or distribute any images, sounds, messages or other materials, which are obscene, harassing, racist, malicious, fraudulent or libelous, nor use the Services for any activity that may be considered or are unethical, immoral, or illegal.
- Further, Subscriber will abide by all rules, regulations, procedures and policies of Inventive Labs and any policies of the networks connected to the Services.
- Subscriber is fully and solely responsible to be aware of, understand, and comply with all of the rules and regulations applicable to Subscriber's use of Inventive Labs service including but not limited to Federal Trade Commission rules and regulations, Federal Communication Commission rules and regulations, National Do Not Call Registry rules and regulations and individual state Do Not Call rules and regulations, Controlling the Assault of Non-Solicited Pornography and Marketing Act, along with any other federal, state or local laws that may be applicable to subscribers use of Inventive Labs service. Subscriber agrees not to violate these, or any other applicable Federal or State laws and represents and warrants that subscribers use of Inventive Labs will not cause Inventive Labs to violate these or similar laws.
- Subscriber is fully and solely responsible to be aware of, understand, and comply with the anti-solicitation provisions of the Federal Telephone Consumer Protection Act of 1991, and any amendments thereto, at 47 U.S.C. § 227, the Federal Communications Commission's implementing regulations, at 47 CFR § 64.1200 et seq., the Controlling the Assault of Non-Solicited Pornography and Marketing Act and any other similar laws. Subscriber agrees not to violate these, or any other applicable federal, state or local anti-solicitation laws, and represents and warrants that its use of Inventive Labs will not cause Inventive Labs to violate these or other similar laws.
- Subscriber agrees that it is the sole responsibility of the Subscriber to abide by any laws defined by the State or Federal Government in which Services will be applicable. Subscriber understands and agrees that Inventive Labs will not be held responsible for damages to the Subscriber or any third party incurred due to Subscriber's failure to abide by State and/or Federal laws. Please refer to the Telephone Consumer Protection Act of 1991, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, You may visit the Federal Communications Commission Web site at <http://www.fcc.gov> and the Federal Trade Commission Web site at <http://www.ftc.gov>. Please refer to the appropriate State Attorney General's office or other applicable offices for telemarketing rules and or regulations pertaining to your intended application and use of the Service.

Currently there are no numerical limits to the amount of transactions a Subscriber may send through the Services, however, Inventive Labs may set numerical limits by notifying Subscriber. Subscriber agrees to abide by all applicable local, state, national and international laws and regulations and is solely responsible for all acts or omissions that occur under Subscriber's User Name and Password, including the content of Subscriber's transmissions through the Service. By way of example, and not as a limitation, Subscriber agrees not to:

- Use the Service in connection with the delivery or transmission of unsolicited messages (commercial or otherwise) or spamming.
- Create a false identity, caller id, or forged email address, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message.
- Impersonate any other person or entity or misrepresent your affiliation with any other person or entity.
- Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.
- Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity.
- Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service.
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.

- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Interfere with another member's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

12. THIRD PARTY ADVERTISER

- Subscribers may enter into transactions with advertisers on the Services.
- Such transactions are between Subscriber and advertisers and Inventive Labs has no connection with any such transaction.
- Inventive Labs assumes no liability for any such transactions.

13. GENERAL

- This Agreement merges all prior written and oral communications and defines the entire agreement of the parties concerning the Services.
- In the event any portion of this Agreement shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect and such illegal, void or ineffective provisions shall be construed, as nearly as possible, to reflect the intentions of the parties.
- All notices under this Agreement shall be in writing and delivered by email.
- This Agreement shall be construed in accordance with the laws of the State of Colorado without regard to its conflict of laws' provisions. Inventive Labs and the individual Subscriber and, if applicable, the Subscriber's company will submit to the jurisdiction of the State and Federal courts of Colorado.
- Subscriber agrees and acknowledges that any breach of the provisions regarding ownership contained in this Agreement shall cause Inventive Labs irreparable harm and Inventive Labs may obtain injunctive relief as well as seek all other remedies available to Inventive Labs in law and in equity.
- Subscriber shall not assign its rights under this Agreement. This Agreement shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns and legal representatives.
- The failure of Inventive Labs to exercise its rights under this Agreement will not be construed as a waiver of such rights, nor will it in any way affect the validity of this Agreement. Sections 5, 6, and 7 shall survive termination or expiration of this Agreement for any reason.

14. Additional Terms and Conditions for Inventive Labs Toll Free and other Monthly Recurring Services

- Subscriber may not transfer, port, sell, assign or make any claim that it has the right to so with regard to any Inventive Labs Local or Toll Free Number or Account.
- Subscriber understands that all Inventive Labs services including but not limited to Toll-Free and Monthly Recurring services are for the term of Twelve Months. This Twelve Month Agreement has a term of twelve months from the date you signed up ("Sign-up Date") for the recurring service or Toll Free Number and will automatically renew thereafter for an additional 12 month period on the one year anniversary of the Sign-up Date unless subscriber provides a 90 day written notice prior to automatic renewal.
- Monthly Recurring charge and service charges are prepaid on a Monthly basis. Additional minute charges are billed the month following the month additional minutes are incurred.
- Excessive additional minute usage is subject to review by Inventive Labs. Inventive Labs at its sole discretion reserves the right to offer subscriber an alternative service plan that would prevent excessive additional minute usage and reserves the right to place limitations on additional minute usage.
- Inbound calls that result in a Live Call Transfer require a second phone call and are subject to posted rates unless otherwise noted.

- Subscriber understands and agrees that in the event additional minute usage exceeds Subscriber's monthly recurring charge by one or both of the following (1) \$500; or (2) 100% of Subscriber's monthly recurring charge; Inventive Labs at its sole discretion may charge subscribers credit card for all outstanding charges. In the event that the credit card issuer (1) declines any charges; or (2) requests return of payments previously made to Inventive Labs, Inventive Labs reserves the right to terminate or suspend service without prior notice.
- Subscriber's recurring account service be canceled (1) with a written notice or [cancellation request](#) 90 day prior to renewal date, during which time normal monthly service fees will apply or (2) with a written notice or [cancellation request](#) asking for immediate cancellation, for which a \$50 cancellation fee and additional minute usage charges will apply.
- All charges for recurring Inventive Labs service will be charged to the credit card number subscriber provided when signing up for Inventive Labs recurring services or the most current credit card number provided by subscriber for payment of Inventive Labs recurring services.
- In the event credit card or other form of payment is denied, Inventive Labs may discontinue service immediately. Payment must be made within 5 business days or service may be terminated and a \$50 cancellation fee will apply.

Responsible Use of Service

The following information is provided in an effort to promote responsible use of the Inventive Labs service.

We will not monitor your audio messages, read or share database upload information with any third party without your expressed permission unless we believe in good faith that such action is necessary to either comply with the law or properly enforce the Inventive Labs terms of service agreement. Inventive Labs feels it necessary to provide you, the subscriber, with the following information in an effort to insure that all Inventive Labs subscriber calling campaigns run on the Telephony Bank are conducted responsibly.

Prior to using Inventive Labs Telephony Bank, make sure you are familiar with any Federal or State Laws that would be applicable to your voice application, call campaign, etc.

Be respectful of proper calling time restrictions that would be applicable to your specific call campaign.

Follow Federal and State calling time rules and or restrictions.

Clearly state the identity of the caller at the beginning of your audio message and provide proper contact information such as phone number and address during call.

Avoid strings of numbers as it is unlawful to engage two or more lines of a multi-line business.

It is unlawful to send audio messages to any emergency phone lines. For example, 911 numbers, hospital medical service lines, physicians, health care facilities, poison control centers, fire or law enforcement agencies.

Avoid sending unsolicited audio messages to those who will incur charges. For example: beepers, pagers or cell phones unless proper prior permission has been obtain by the recipient.

Avoid sending pre-recorded sales messages to those with whom you do not have a business relationship and to whom you haven't received permission to call.

The Telephone Consumer Protection Act (TCPA) <http://www.fcc.gov>, the Federal Trade Commission <http://www.ftc.gov> and the Federal Communications Commission <http://www.fcc.gov> do not call list registry rules <http://www.donotcall.gov> and various State laws place restrictions on certain types of phone calls. Typically a call may be exempt from the TCPA if the call:

- Is made on behalf of a non-profit organization.
- Is made to a consumer with whom the calling company has an existing business relationship.
- Business to business contact.
- Does not include an unsolicited advertisement, even if the call is made for commercial purpose.
- Is survey work.
- Recipient provides proper consent prior to playing the "recorded solicitation". Inventive Labs has a "permission based introduction" feature that can be used free of charge. This feature allows only those consumers who have provided proper permission to listen to the "recorded solicitation" part of the call. If permission is not granted, then the solicitation is not presented.

Inventive Labs is in no way attempting to interpret Federal Law, neither the TCPA of 1991 nor the laws of any State. This information provided is not intended to replace the responsibility of you the subscriber to understand and comply with any and all legal requirements pertaining to your call campaign prior to using Inventive Labs services. You are ultimately responsible to make your own informed decisions regarding your call campaign.

Privacy Statement

Information Collection and Use

Inventive Labs is the sole owner of the information collected on the Inventive Labs Web site or via a subscriber directly. We will not sell, share, or rent this information to others in ways different from what is disclosed in this statement. Inventive Labs collects information from our users at several different times.

Registration

During the Telephony Bank registration process, a user is required to give their contact information (such as name and email address). This information is used to contact the user about the services on our site for which they have expressed interest.

Account Privacy

Inventive Labs respects your privacy. We will not monitor your audio messages, read or share database upload information with any third party without your expressed permission unless we believe in good faith that such action is necessary to either comply with the law or properly enforce the Inventive Labs terms of service agreement.

Order

We request information from the user on our order form. Here a user must provide contact information (like name) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill customer's orders. If we have trouble processing an order, this contact information is used to get in touch with the user.

Log Files

We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use.

Links

The Inventive Labs Web site contains links to other sites. Please be aware that Inventive Labs is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by Inventive Labs via the Web site or the user directly.



Security

Our Web site takes every precaution to protect our users' information. When users submit sensitive information via the website, your information is protected both online and off-line.

If you have any questions about the security at our website, you can send an email support@inventivelabs.com

Special Offers

We send all new members a welcoming email to verify their email address. Established members will occasionally receive information on products, services, special deals, and a newsletter.

Correction/Updating Personal Information:

If a user's personally identifiable information changes (such as your zip code), or if a user no longer desires our service, we will endeavor to provide a way to correct, update or remove that user's personal data provided to us. This can usually be done by emailing our Customer Support.

Notification of Changes

If we decide to change our privacy policy, we will post those changes on our Home page so our users are always aware of what information we collect, how we use it, and under circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify users by way of an email. Users will have a choice as to whether or not we use their information in this different manner. We will use information in accordance with the privacy policy under which the information was collected.



Telephony Bank Service Level Agreement (SLA)

Inventive Labs guarantees 100% uptime, excluding scheduled maintenance.

Inventive Labs guarantees that our Telephony Bank hosting service will be available 100% of the time in a given month, excluding scheduled maintenance. In the unlikely event of Network Downtime, Inventive Labs will refund 1% of your monthly fee for every 1 minute of downtime up to 100% of your monthly fee. This fee, or portion thereof, is refundable at the beginning of the month following said downtime.

Network Uptime includes the proper functioning of all servers and services run by Inventive Labs and its vendors, but does not include the proper functioning of servers or services run by you or other vendors.

Specifically, Network uptime includes proper functioning of all Inventive Labs Telephony Bank hosting service infrastructure including telephone numbers, telephony lines, telephony connectivity, telephony gateways, Telephony Bank platforms, network routers, network switches, network cabling, VPNs, leased lines, and direct Internet network connectivity. Network uptime includes the proper functioning of all Inventive Labs-managed customer servers. Network uptime also includes network connectivity to customer servers co-located at Inventive Labs, but does not include proper functioning of hardware, software, or services on co-located servers. Finally, network uptime does not include the proper functioning of your own web servers, software, or services; or third-party Internet connectivity between Inventive Labs' network and your own network.

Customer Acceptance

I have read and agree to the Inventive Labs Telephony Bank Terms of Use and SLA:

Authorized Employee Name: _____

Company Name: _____

Authorized Signature: _____

Date: _____

Inventive Labs Receipt of Acceptance

Authorized Employee Name: _____

Authorized Signature: _____

Date: _____