

g2gConnect Terms of Service

The following terms and conditions apply to all users of g2gConnect LLC's ("g2gConnect") Instant Video Service, also referred to as EZ-Vid Instant Video, g2gConnect Instant Video, g2g Instant Video, g2gConnect Service, g2g, or similar names.

The Service

g2gConnect provides two-way video access over the Internet by turning on webcams connected to the users' respective PC's. By registering to the g2gConnect Service, you agree that you are the Primary Account contact, and that all users of the g2gConnect Service associated with your account are adults, or minors accompanied by their parents or legal guardians .

The g2gConnect Service associates a senior-facing, webcam-equipped, computer with a unique, g2g-provided, Username and Password ("g2g ID"). This g2g ID is programmed into a unique web-browser link, sent via email to the Primary Account contact. The link can be copy and pasted to the senior's computer desktop, and when clicked-on turns on the webcam in the senior-facing computer.

Remote family members or other individuals interested in establishing a video connection with the senior must enter in their own webcam-equipped computers the assigned g2g ID, by going to g2gconnect.com and clicking on Login. The two-way video connection is established when both parties have clicked on their respective icons.

In order for the video connection to be established, all computers must have the most recent version of Adobe Flash Player installed. The g2gConnect Service runs within most browsers. It does not require download nor installation.

Registration

You - the Primary Account contact (generally a family member or service provider) must fill out a Registration Form with information about yourself, and about the senior. You agree to provide ongoing, accurate, complete, and updated registration information. Privacy of the information you provide us is governed by our [Privacy Policy](#).

Upon receipt of a valid registration form, g2gConnect will send you an email with a link you must install in the senior's computer, and a Username and Password (g2g ID) you and whomever you authorize can use to establish video contact with the senior.

You are entirely responsible for any and all activities conducted through your g2g ID, and agree to notify g2g immediately of any unauthorized use of your g2g ID, or of any other breach of security.

At no time should you respond to an online request for your g2g ID. g2gConnect will never ask for your password online.

Permitted Use of Website/Service

The g2g Service runs “in the Cloud”, and is provided to you from our website and server via most Internet browsers. You agree not to reproduce, republish, upload, post, duplicate, modify, copy, alter, distribute, create derivative works from, sell, resell, transmit, transfer, display, perform, license, assign or publish, or exploit for any commercial purpose, any portion of the g2gConnect Web site, its Content or the g2g Service other than as expressly authorized by g2gConnect in writing, including without limitation, posting or transmitting any advertising, sponsorships, or promotions on, in or through the Service, Website, or Content. You agree not to access the g2gConnect Website, Content or g2g Service through any technology or means other than the video streaming pages of the g2g Service itself or other explicitly authorized means g2gConnect may designate. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the g2gConnect Website, Content, or g2g Service. g2gConnect reserves the right to remove or suspend access to the g2gConnect Website, Content, or g2g Service without prior notice. You may not duplicate, publish, display, modify, alter, distribute, perform, reproduce, copy, sell, resell, exploit, or create derivative works from any part of the g2gConnect Web site or the Content or g2g Service unless expressly authorized by g2gConnect in writing or as expressly set forth herein. You agree that you will not remove, obscure, or modify any acknowledgements, credits or legal, intellectual property or proprietary notices, or marks, or logos contained on the g2gConnect Web site or in the Content or g2g Service. In your use of the g2gConnect Web site, Content or g2g Service, you will comply with all applicable laws, regulations, rules, decrees, and ordinances.

Restriction on Material Transmitted

The term “Content” as referred to below includes all communications, text, audio, video, graphics, sounds, and other material. You may not use the g2g Service to transmit any Content which:

- harasses, threatens, embarrasses or causes distress, unwanted attention or discomfort upon any other person;
- includes sexually explicit images or other content which is offensive or harmful to minors;
- includes any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or hateful material, including but not limited to material based on a person’s race, national origin, ethnicity, religion, gender, sexual orientation, disablement or other such affiliation;
- utilizes a false name or identity or a name or identity that you are not entitled or authorized to use;
- contains any unsolicited advertising, promotional materials, or other forms of solicitation;
- contains any virus, worm, Trojan horse, time bomb, cancelbot, or other destructive program;
- contravenes any application law or government regulation;
- may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, trade secret, patent, publicity right, or privacy right;

- distributes software or other Content in violation of any license agreement; or;
- defaces g2gConnect

In addition, if g2gConnect becomes aware that you are using the g2gConnect Service to transmit any other Content which g2gConnect considers inappropriate, g2gConnect may notify you and shall have the right to block your use of the g2gConnect Service. Such action may be immediate and without notice.

If you witness any transmission of prohibited Content by others, g2gConnect encourages you to contact g2gConnect at support@g2gconnect.com.

Indemnification

You agree to indemnify, defend and hold g2gconnect, its officers, directors, employees, agents, representatives, subsidiaries, affiliates, licensors, partners, service providers and others acting in concert with it, harmless from any losses, liabilities, claims, damages, obligations, demands, costs or debts, and expenses including without limitation reasonable attorneys' fees, made by you or on your behalf or by any third party due to or arising out of

- (a) your connection, posting, or submission to or use of the web site or the content or services or submission;
- (b) your violation of these terms, any applicable laws, or the rights of g2gconnect or any third party, including without limitation any copyright, property, or privacy right; or
- (c) any claim that your submission caused damage to a third party.

Disclaimer of Warranty

To the maximum extent permitted by applicable law, the g2g Service is provided on an "as is" and "as available" basis, with all faults and without warranty of any kind. You expressly acknowledge and agree that:

To the extent permitted by applicable law, your use of the g2g Service is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. g2gConnect and its licensors hereby disclaim all warranties and conditions with respect to the g2gConnect Service, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. g2gConnect does not warrant against interference with your enjoyment of the g2gConnect Service, and that the functions contained in the g2gConnect Service will meet your requirements, that the operation of the g2gConnect Service will be uninterrupted or error-free, that defects in the g2gConnect Service will be corrected, or that the quality of any products, services, information, or other material purchased or obtained by you through g2gConnect will meet your expectations. No g2gConnect dealer, agent, or employee is authorized to make any modification, extension, or addition to this disclaimer of warranty. Some jurisdictions do not allow exclusions of implied warranties or limitations on applicable statutory rights of consumers, so the above exclusions and limitations may not apply to you.

The use of the g2gConnect Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the use of the g2gconnect service.

g2gConnect does not monitor or edit the content which you receive from others through the g2gConnect Service, and accepts no responsibility or liability for that content regardless if such content is transmitted to you in breach of the terms of this user agreement.

Limitation of Liability

To the extent not prohibited by applicable law, in no event will g2gConnect or its licensors be liable for any costs of procurement of substitute products or services, lost profits, loss of information or data, or any other special, indirect, consequential, or incidental damages arising in any way out of the sale, license or use of, or inability to use any g2gConnect product or service however caused, regardless of the theory of liability (contract, tort or otherwise), even if g2gconnect has been advised of the possibility of such damages. In no case will g2gConnect's and its licensors' total liability exceed the actual money paid for access to the g2gConnect Service giving rise to the liability. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. You expressly acknowledge that as used in this section, the term g2gConnect includes g2gConnect's officers, directors, employees, shareholders, agents, licensors and subcontractors.

Proprietary Rights

You acknowledge and agree that, as between g2gConnect and you, all right, title, and interest in and to the g2gConnect Web site, Content, and g2gConnect Services including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights are owned exclusively by g2gConnect or its licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws. Any attempt to use, redistribute, reverse engineer, or redesign the information, code, videos, textual or visual materials, graphics, or modules contained on the Web site for any other purpose is prohibited. g2gConnect and its licensors reserve all rights not expressly granted in and to the g2gConnect Website, g2gConnect Service and the Content.

Copyright

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distribution, transmission, republication, display or performance, of the Website, Content, or Services are strictly prohibited.

Trademarks

The trademarks, service marks, logos, slogans, trade names and trade dress used on the Web site are proprietary to g2gConnect or its licensors. Without limiting the foregoing, “g2gConnect” is the trademark of g2gConnect. Unauthorized use of any trademark of g2gConnect may be a violation of federal or state trademark laws. Any third party names or trademarks referenced in the Web site do not constitute or imply affiliation, endorsement or recommendation by g2gConnect, or of g2gConnect by the third parties.

Charges for Use of the g2gConnect Service

g2gConnect will, at its discretion, establish and modify charges for use of the g2gConnect Service. Non-payment of applicable charges will be cause for Termination.

Termination

This Agreement is effective until terminated. Either you or g2gConnect may terminate your g2gID and this Agreement at any time with or without cause. Your only remedy with respect to any dissatisfaction with (i)g2gConnect Service, (ii) any Agreement term, (iii) any policy or practice of g2gConnect in operating the g2gConnect Service, or (iv) Content transmitted through the g2gConnect Service, is to terminate your g2gID and receive a refund on the unused portion of your service subscription, less any applicable early termination penalties. Upon any violation of any of the provisions of this Agreement, rights to use the g2gConnect Service shall automatically terminate and your g2gID will be disabled.

General Provisions

This User Agreement will be exclusively governed by and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts, without regard to or application of its choice of law rules or principles. This Agreement and the Privacy Policy constitute the entire agreement between the parties with respect to the use of the g2gConnect Service and supersede all prior or contemporaneous understandings, communications or agreements, written or oral, regarding such subject matter. No amendment to or modification of this agreement will be binding unless in writing and signed by g2gConnect. If you are registering for the g2gConnect Service on behalf of another person or entity, you represent and warrant that you have the authority to bind the party or entity for which you are registering to the terms and conditions of this agreement. g2gConnect may, in its sole discretion, modify portions of this User Agreement at any time. g2gConnect may notify you of any changes by posting notice of such modifications on g2gConnect’s web site or sending notice via e-mail, postal mail or other means. Your continued use of the g2gConnect Service following notice of such modifications shall be deemed to be your acceptance of any such modifications to the User Agreement. If you do not agree to any such modifications, you must immediately stop using the g2gConnect Service.

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