



## TERMS AND CONDITIONS:

1. Captivate Connect remains the owner of all IP used in the automated uploads of IVRs and MoH files and the copyright owner to any music, advertisements and content it provides to the customer.
2. The Client acknowledges that use of the Captivate Connect software is licensed to be used by the Client for the term of the Agreement and may not be copied or distributed. Upon termination of the Agreement, the Client may not continue use of any software or recordings which remain the property of Captivate Connect at all times.
3. Captivate Connect reserves the right to recover all costs incurred by it, legal or otherwise from the Client, if the Client fails to pay the fees agreed upon.
4. Captivate Connect reserves the right to remove its audio files should non-payment of the fees continue for one month.
5. Captivate Connect or its agents shall, in no event be liable for any direct, indirect or consequential damages or losses of any nature whatsoever by reason of any failure of the replay software or content of an audio production.
6. The customer agrees that there is no liability on Captivate Connect for any damages or loss incurred through a fault in the delivery software or system. Captivate Connect support undertakes to provide a temporary solution within one business day and commence work on restoring the business audio within one business day of receiving advice of any fault to [support@captivateconnect.com](mailto:support@captivateconnect.com)
7. Any corporate promotions produced by Captivate Connect must be approved by the customer prior to uploading. Should these contain any mispronunciations, these will be corrected at no cost to the business.