



Whygo Americas Inc
User Guide and
Terms & Conditions



This User Guide contains the information that you need to make the most of Whygo's services and facilities. In the following pages you will find rules and guidelines, which ensure that our service is efficient and effective for all customers and that your meetings go without a hitch. These indicate what you can expect from us, and also what we require of you, to ensure easier meetings. These rules form part of our legal agreement with you as a customer of Whygo America.

Who are we?

Whygo Americas Inc is a broker of worldwide videoconferencing facilities. Our services are available through a centralised on-line booking system at www.whygo.us or by calling +1 214 272 2578. Details of the booking process and the centres can be located on www.whygo.us

Bookings

There are three ways you can request a booking:

1. Via the online bookings system located at www.whygo.us
2. Via email by sending your request to bookings@whygo.us
3. Via the telephone on +1 214 272 2578 between 8am and 6pm (CST).
4. Via the online live chat feature located at www.whygo.us

Every effort will be made to ensure that your conference requirements are met, but it is wise to book conferences as far in advance as possible. If we cannot meet your exact requirements we will try to arrange a suitable alternative with you.

To ensure the conference runs smoothly we require certain information from you at the time of the booking. This will include your name, your phone number, your email address, the time and duration of the conference, the conference room locations, (including ISDN numbers of any private locations you wish us to call), any parking requirements and any refreshment requirements. Parking, refreshments and other similar facilities will be provided by the local facility and availability of these services will vary.

If the person or persons you are meeting with are also in a Whygo meeting room or rooms, the person booking the meeting ("the organising customer") will be charged for all locations unless they request that the charges are split. In this instance the organising customer will be asked to provide the email address of the person paying for the other room or rooms so that we can contact them and confirm their agreement. Without the other person's agreement to the charging arrangements, the booking cannot be confirmed.

If you require special services such as document cameras or data presentation capability these must be requested at the time of booking. These are subject to availability and will incur additional charges payable to Whygo. We will confirm the meeting request to you via email.

Please note that a booking is not valid until a confirmation email is issued by Whygo. If this is NOT received when expected, please alert the team at Whygo immediately.



Why fly if you... can't?

The venues

Details of our venues and information about the additional facilities they provide can be located on www.whygo.us

You should bring a print-out of the meeting confirmation to the venue. Some form of ID (for example a credit card or driving licence) will also be required.

Your venue host will welcome you and show you to the meeting room.

The video connection will be launched automatically at the appointed time and your host will ensure you are happy with the video call, adjusting the view, volume and lighting to your requirements before leaving you to your meeting.

Any additional facilities like refreshments, photocopying, faxes, phone calls etc will be provided by the host as requested and added to your bill from Whygo, billed after the conference.

For your comfort and safety we request you follow all health and safety requirements, local security policy, and general requirements regarding behaviour (e.g. no smoking) while in the venue.

Test calls

To ensure a successful conference it is strongly advised to conduct a test call prior to any videoconference booked with Whygo Videoconferencing. For all National conferences it is advised to schedule a test call at least 24 hours prior to the date of the conference. For all International conferences it is advised to schedule a test call at least 48 hours prior to the date of the conference.

If it is a private site, not organised by Whygo Videoconferencing, dialling into the confirmed Whygo conference room, it is the responsibility of the client to make direct contact with the venue to set up a convenient time to test the connection. All venue contact details are provided on the Whygo confirmation issued when the booking is confirmed. Whygo are happy to assist if you have difficulties coordinating this. IF, the conference fails and no test call is conducted prior, full room hire charges and any miscellaneous costs incurred to Whygo are still applied and will be invoiced.

If both videoconference rooms are booked and confirmed via Whygo America, Whygo operators will organise tests calls for your conference.

A test call exceeding 10 minutes for any service may incur additional charges. Any test calls arranged outside office hours of the Whygo location booked may incur additional room hire charges.

If you are running late

Please note you have reserved the meeting room at a designated time and, if you do not advise us that you are running late at least an hour before the meeting starts, the meeting will start on time. If you know you will be late, call us on +1 214 272 2578 we will endeavour to delay the video start time to meet with your expected arrival time; however this cannot be guaranteed. It is the responsibility of the organising customer to inform the other attendee, at all relevant meeting rooms, of any delay or cancellation of the meeting. Charges will be incurred from the time the conference has been booked.



Why fly if you... can't?

The easier meeting

In the unlikely event that you experience any difficulties with the video equipment or anything else during your meeting, your venue host is on hand to assist, and you will be shown how to contact their representative on arrival.

If Whygo is responsible for providing the telecoms links, Whygo will launch the call automatically at the meeting start time. We cannot be held responsible for calls that are being dialled in to your meeting room from a private video location.

Whygo cannot guarantee service quality when a private video site is involved, but we will do everything we reasonably can to ensure a successful meeting.

You will be charged for the network time used.

The 'ten minute rule'

To ensure that your meeting starts on time, please arrive at least 10 minutes before your conference start time. Your conference room will be reserved for a designated time. We ask for your full cooperation in vacating the room promptly at the end of your meeting, to ensure the prompt start of following meetings.

If you need more time

As soon as you know you are going to overrun your booked meeting time you should contact your host. They will investigate the possibility of extending the meeting for you. Room availability beyond the booked meeting time is not guaranteed and will be charged in minimum 15 minute increments.

Your feedback

Whygo are grateful for feedback from their customers and we will usually contact you after the meeting to ensure that everything went smoothly.

Complaints or fault reporting for all conferences must be lodged within 14 days of conference completion. If this time frame for feedback is not met invoicing proceeds as normal with full charges to apply

Scheduling fee

On some occasions Whygo staff will spend a considerable amount of time contacting and confirming the times, facilities and arrangements for your meeting. On some bookings we charge a non-refundable scheduling fee of \$50+ TAX (if applicable) for operator assisted bookings and \$25 + TAX for public website bookings to cover these costs. This will always be advised to you before confirmation of your meeting.



Why fly if you... can't?

Alteration fee

Whygo is happy to edit conferences on a fair go basis. However to protect this being abused, Whygo will charge an “Alteration Fee” of \$25 + TAX (if applicable) for altering a confirmed booking.

Whygo will allow 1 alteration for direct customers and 2 alterations for agents/brokers after the initial confirmed booking free of charge. The alteration fee will be imposed thereafter.

An Edit or Alteration means that the customer has made a booking and has needed to amend or alter the Start time, end time, duration, date or location after the initial confirmed booking.

Please note: The alteration Fee is in no way connected to the cancellation policy. IF bookings are re-scheduled within a cancellation period of a venue, your booking may still subject to cancellation charges.

Cancellation of bookings

Bookings can be cancelled in one or two ways:

1. Via email by sending your request to bookings@whygo.us
2. Via the telephone on +1 214 272 2578 between 8am and 6pm CST, with a follow up email to bookings@whygo.us

No venue charges will be levied if a cancellation is made more than 2 working days (minimum of 48 hours) in advance of the scheduled start time. 50% of the meeting room charges will be payable if the meeting is cancelled less than 2 working days, but more than one working day (minimum 24 hours) before the scheduled start time. The full cost of the meeting rooms and any network charges incurred by Whygo will be charged if the meeting is cancelled within one working day of the start time.

As this is an automated video service, if you fail to notify us of a cancellation the meeting will be established at the time you requested and you will incur the usual network charges.

Like any meeting, booking is specific to a particular venue and can only be changed to another venue by cancelling and re-booking.

CHARGES AND PAYMENT

Room hire charges

Room hire is charged PER HOUR. Minimum booking is ONE hour. Most venues on the Whygo system will charge in 15 minute increments based on the hourly price. However, some venues may charge in 30 minute or 1 hour blocks. This would be advised on the Whygo website OR by a Whygo booking agent at the time of booking your conference.

If a videoconference is booked for 1.5 hours, you will be billed for the reserved time of 1.5 hours, regardless of the conference lasting for less, E.G. 45 minutes.



Why fly if you... can't?

ISDN/IP call connection charges

If a Whygo venue is booked and confirmed to **DIAL OUT** over ISDN or IP call charges are in addition to room hire quoted on the website. If your meeting room is booked and confirmed directly online and you have selected to **DIAL OUT** from the venue, a Whygo Operator will contact you to advise ISDN/IP calls rates from the venue booked.

If Whygo Videoconferencing has scheduled your call connection via a Bridging service, these ISDN/IP call connection rates will be charged on top on any room hire quoted on the Whygo website. Whygo will advise complete connection charges for your conference if via a bridge or other means at the time of booking for your approval.

ISDN/IP network charges are billed to the nearest 15 minute increment. E.G. A call connection time of 38 minutes will be billed for 45 minutes connection based on the hourly price quoted by Whygo at the time of booking your conference.

Charges can be paid to Whygo in various ways. On all bookings we ask for Credit Card details to confirm bookings. Customers are responsible for providing up to date credit card details and notifying Whygo of any changes to credit cards, expiry dates et

Customers can be invoiced electronically each month to their registered email address, this will be based on account assessment from the Whygo team. **All** International and non corporate bookings must be paid for by the credit card supplied at the time of booking.

If initiating the video meeting, the customer will be responsible for the cost of connecting to the other venue or venues at the then prevailing rates. Please ask the Whygo Team for these rates.

Occasionally meetings will require bespoke arrangements and in this instance additional charges payable to Whygo will apply. Examples of events incurring additional charges would be:

- Special equipment such as document cameras or data presentations,
- Being used at the meeting,
- Recording the meeting for later playback,
- A meeting that overruns the booked time,
- Out of hours use. Normal hours are 9am to 6pm.



Why fly if you... can't?

Services provided locally by venues outside the services of Whygo (e.g. refreshments, lunches, faxes, photocopying, telephone calls etc.) will be added to your invoice from Whygo, issued after your meeting.

TAX (or local equivalent taxes) are payable in addition to any charges quoted.

The ultimate responsibility for the payment of invoices belongs to the individual customer named in the invoice, should their company fail to pay for any reason.

Whygo reserves the right to charge interest at 2% above the base rate at the relevant time of HSBC Banking Corporation on overdue payments, calculated on a daily basis from the due date until payment (after as well as before judgement).

USE OF INFORMATION

Privacy

The security and confidentiality of your personal and business information is of great importance to us. This section describes what information we will need to collect from you and how we will use it. For the purposes of this section the controller of this information will be Whygo America.

In order to operate an efficient service, we ask you to provide us with contact details, including names, addresses, telephone numbers and email addresses. We will collect information about your use of our service both when you make bookings with us and also by our analysis of the use customers make of our service at each venue. We will use this information to personalise the service and information we and our venues provide for you and ensure that our services and venues are as useful and as enjoyable as possible. The information may also be used overseas when this is applicable for the purposes of providing video-conferencing services to you (for example, information may be sent to overseas venues when one or more parties to a meeting is outside Australia). We will also use the information we hold about you to let you know about changes to this User Guide.

We use this information for the following purposes:

- Credit checking;
- Managing your customer profile;
- Analysing statistics.

We reserve the right to access and disclose information to comply with applicable laws and lawful government requests, so that we can operate our service and systems or to protect Whygo, venues and other users and customers. We also reserve the right to disclose information to third parties, such as venues, where a compliance or other issue arises, such as non-payment of amounts due, or in relation to any other matter which we reasonably believe is a breach of these rules. We also reserve the right to disclose information in connection with a sale of Whygo America or its business or assets, or other similar transactions, when your details will of course be one of the transferred assets.

On registering with Whygo we will ask you to confirm how you would like us to communicate with you for marketing purposes.



Why fly if you... can't?

Limitation of liability

Should any meeting not be able to take place other than due to the fault of the customer or any participant (including non-compliance with this User Guide), and otherwise than as a result of events beyond Whygo's reasonable control, the customer will not be charged for the time of the meeting concerned and associated network charges. Subject to this, in consideration of Whygo accepting the customer's booking, the customer agrees that:

- i. Whygo shall not be liable for any delays or losses caused by the customer failing to supply Whygo with the correct information in relation to a meeting;
- ii. Whygo is not liable if certain information relating to privately booked locations is not provided to us prior to your booking (such as but not limited to; connection type IP or ISDN, technical contact person and contact information etc.)
- iii. Whygo shall not be liable for the technical failure of the videoconferencing system or the telecommunications links unless caused by the negligence of Whygo or its employees, agents or sub-contractors;
- iv. Whygo will not accept any responsibility for conference failure due to technical difficulties beyond our control, therefore charges incurred for the videoconference will not be waived.
- v. Whygo cannot be held responsible if your conference fails due to technical difficulties caused by, or as a result of changes made to a private site or incorrect information provided to Whygo.
- vi. The quality of an IP connection cannot be guaranteed by Whygo Videoconferencing as it is dependent upon the internal bandwidth capabilities of the client site/network or Whygo location booked.
- vii. Where direct loss is caused as a result of any technical failure due to the negligence of Whygo or its employees, agents or sub-contractors, Whygo's liability shall be limited to a sum equal to the amount charged by Whygo for the meeting;
- viii. Whygo shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for the following types of loss:
 - Any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
 - Any loss of goodwill or reputation; or
 - Any special or indirect or consequential losses, in any case, whether or not such losses were within the contemplation of Whygo and the customer or suffered or incurred by the customer.
- ix. Whygo, its employees, agents and sub-contractors shall not be liable for any loss, damage or theft of personal property belonging to any customer or attendee, whatsoever and howsoever occurring at the venue unless caused by the negligence of Whygo or its employees, agents or sub-contractors;
- x. Where loss or damage to a customer or attendee's personal property at the venue is caused by the negligence of Whygo or its employees, agents or sub-contractors, Whygo's liability shall be limited to \$150
- xi. Whygo, its employees, agents and sub-contractors shall not be liable for any death or injury occurring at the venue, except to the extent that it arises from any negligent act or omission of Whygo its employees, agents or sub-contractors.



Why fly if you... can't?

- xii. Nothing shall limit the liability of Whygo or its employees, agents or subcontractors for death or personal injury caused by negligence or for fraud.

Force majeure

If through circumstances beyond Whygo's reasonable control, Whygo or the venue is unable to provide the full range of services at any venue as advertised, the customer shall remain liable for all subscription payments.

Entire agreement

This User Guide and the web site pages referred to in it constitute the entire agreement and understanding between the customer and Whygo.

Variation

Whygo retains the right to vary, add or eliminate any of the rules contained in this User Guide from time to time.

Health and safety

The customer shall comply with all health and safety, security and other similar policies and requirements of each venue.

Governing law

The agreement between Whygo and the customer is governed by and shall be construed in accordance with the laws of the USA.

Miscellaneous

The customer confirms that he/she has read this User Guide and any other documents containing the terms of the agreement and agrees to comply with them. "Whygo" is used throughout this guide to mean Whygo America (Company Registered in the USA file number 801 072 022) Words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

Whygo's failure to enforce any of its respective rights at any time for any period shall not be construed as a waiver of these rights. Likewise, no failure to identify or act upon a person's breach of the terms of this agreement shall be deemed to be an affirmation by Whygo that the behaviour of the person is acceptable.



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