ACCEPTABLE USE POLICY

1. GENERAL

1.1 Voxbone's Services and network must only be used by Customers in a responsible manner. To this end, this Acceptable Use Policy ("AUP") defines the acceptable practices for the use of Voxbone's Services; protects the interests, reputation and resources of Voxbone and its Customers; and protects, as far as Voxbone is reasonably able, the public Internet community as a whole.

1.2 By using Voxbone's Services, Customer acknowledges that it has read, understood and agrees with the terms of this AUP. Customer must ensure that all Subscribers comply with this AUP and all Subscribers will be deemed to have consented to the provisions of this AUP, including Voxbone's right to terminate service for violations of this AUP.

1.3 Voxbone complies with all applicable privacy laws, as detailed in the Voxbone Privacy Policy, available at: https://www.voxbone.com/privacy-policy.

1.4 Any complaints or enquiries regarding a breach of this AUP may be sent by email to telecom.abuse@voxbone.com. Voxbone will reasonably investigate incidents involving such violations. If necessary, Customer shall provide reasonable assistance to Voxbone for this investigation and cooperate with any law enforcement or regulatory authority to investigate claims of illegal or inappropriate behavior.

1.5 Voxbone will not, as an ordinary practice, monitor the communications of Customers to ensure that they comply with Voxbone policy or applicable law. However, Voxbone reserves the right to, where feasible, implement technical mechanisms to prevent violations of this AUP or to comply with orders of legal authorities.

1.6 Voxbone has sole discretion to interpret this AUP and determine whether a Customer or Subscriber has violated it.

1.7 This AUP forms an integral part of the Agreement between Voxbone and Customer. The present AUP automatically replaces and supersedes any other AUP previously accepted by Customer.

1.8 Notwithstanding anything herein to the contrary, a violation of this AUP by a Customer's Subscriber shall be considered a violation of this AUP by Customer.

1.9 Voxbone may modify this AUP from time to time. Any such modification is effective immediately. Customer should monitor the publicly-available version of this AUP, available at: https://www.voxbone.com/aup.pdf, for changes. Use of the Services after a modification is posted, will constitute Customer's acceptance of the revised terms of the AUP

2. SERVICE CHARACTERISTICS AND LIMITATIONS

2.1 In no event shall Voxbone be liable to its Customers or any third party for any injury or loss resulting from inaccurate, unsuitable, offensive, illegal or unlawful use of the Services or any direct, indirect, special, or consequential damages arising from claims alleging that a Customer engaged in conduct that violates this AUP.

2.2 Customer accepts that Voxbone's network, website and API are provided on an "as is" basis and are not guaranteed to be error free. Communications and transactions conducted online may not be free of faults or absolutely secure. System failure may occur, and could limit Customer's accessibility to the Services.

3 RESTRICTED USES

3.1 Voxbone Network

3.1.1. Customers may not use the Voxbone network or Services in any manner which: (a) violates an applicable law, regulation, treaty, tariff or the Agreement; (b) violates the acceptable use policies of any networks, facilities, or services accessed through the Services; (c) infringes the intellectual property rights of Voxbone or others; (d) violates the privacy of others; or (e) involves deceptive or fraudulent marketing practices.

3.1.2 Customer shall not use the Service, and shall require Subscribers not to use the Service, for the transmission of information or the offering of any service which is contrary to any applicable law or regulation, abusive, harmful, threatening, defamatory, pornographic or which could be considered offensive in any other way.

3.1.3 Customer shall not make outgoing calls or send Messages or faxes using a Voxbone Number as CLI via a third party provider, unless mutually agreed in writing by the parties.

3.1.4 If Customer utilizes any CLI format other than E.164 format, Customer shall be fully responsible for any consequences resulting from the altered presentation.

3.1.5 Should Customer resell Voxbone's services, Customer shall not violate the guiding principles on CLI presentation ("CLIP") and CLI restriction ("CLIR"). In particular, Customer will (i) upon terminating a call, show the CLI when the caller opted for CLIP and block CLI presentation when the caller opted for CLIR, and (ii) keep CLI information confidential and only make use of CLI information for the purpose of providing a telecommunication service (*e.g.*, call conveyance, operator assistance, emergency services, billing and managing the network).

3.1.6 Customer warrants that all CNAM information it uses for the origination of voice calls and Messages is not misleading, inaccurate, deceptive or fraudulent.

3.1.7 Customer shall implement appropriate measures to prevent fraudulent traffic on the Voxbone network.

3.1.8 Customer shall not use the Voxbone network for any type of Spam related activities and shall ensure that its Subscribers shall not send any Spam through Voxbone's Service. In the event that Voxbone deems a transaction to be Spam, Voxbone will have the right to disconnect the relevant Number immediately and without prior notice.

3.1.9 Customer shall not use the call diversion feature (*i.e.*, sending calls and Messages on the Voxbone network from non-Voxbone Numbers) to originate calls or Messages with CLI that is not assigned to Customer by another operator and/or which Customer is not authorized to use with Voxbone's Services.

3.1.10 Customer shall not use the Services in any way that causes degradation to communications or network failure.

3.1.11 Customer shall not violate the Service Restrictions for any country's Numbers and Services.

3.2. Inbound and Outbound Voice Services

3.2.1 Voice Services shall not be used for call-back applications or any applications that primarily use signaling resources, as opposed to Channels. To the extent Voxbone incurs costs resulting from call-back or signaling-based applications by Customer or any of its Subscribers, Voxbone will pass on such costs entirely to Customer. For the purposes of this clause, a "call-back application" shall mean an application that uses signaling resources that returns a call to the number of the calling party.

3.2.2 Before using a Number for calling card purposes, Customer will consult with Voxbone to determine whether this is allowed in the country/area the Number is associated with.

3.3 Messaging Services

3.3.1 Customer shall refrain from sending any Messages which are offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, in breach of any law or anyone's privacy, or is otherwise unlawful. In the event such Messages are sent by Customer or its Subscribers, Customer shall have the obligation to promptly cooperate with Voxbone and take immediate actions to cease such activities.

3.3.2 Customer acknowledges that the Messaging Service, as provided by Voxbone, is not a marketing service.

3.3.3 The Messaging Service is a P2P service and may be used by Customers or Subscribers for sending P2P traffic only. Messages must be initiated by human interaction. The Messaging Service cannot be used for sending bulk notifications or other marketing campaigns which do not comply with the usage of long virtual numbers and fall outside the scope of national regulatory or industry guidelines (such as the CTIA Messaging Principles and Best Practices).

3.3.4 Mobile Numbers shall not be used with a corresponding IMSI to provide a SIM-based network access service.

Voxbone
Avenue Louise 489
1050 Brussels
Belgium

Tel: +32 2 808 00 00
Fax: +32 2 808 00 01
iNum: +883 510 001 000
Email: info@voxbone.com

3.3.5 Voxbone may limit the total amount of Messages that can be sent per day by a Number to a given country. It is Customer's sole responsibility to consult these limitations in the Service Restrictions.

3.3.6 Voxbone's Messaging Service must be used for the purposes of engaging in a bi-directional conversation with the end user. As such, one-way messaging activities are explicitly prohibited.

3.4 Emergency Services

3.4.1 Customer must not permit emergency calls to be placed from locations other than the location Customer has registered an activated Number, unless expressly permitted in a country's Service Restrictions. Voxbone is not liable for any failure of Customer to maintain up to date location information for an activated Number.

3.4.2 Customer shall participate in test calls if requested by Voxbone in order to ensure operability. If Customer refuses to do so, Voxbone will not be liable for any damages that could have been avoided by participating in the testing.

3.4.3 Customer acknowledges the limitations VoIP-based emergency calling services and is responsible for communicating such limitations to Subscribers.

3.4.4 Customer shall always transmit the true Subscriber CLI associated with an activated Number on all Emergency Services calls. Customer may be assessed a fee of up to 1000 EUR/USD per day if Voxbone discovers it is transmitting the CLI of an activated Number for Subscribers not assigned that activated Number.

3.4.5 If Customer resells Voxbone's Emergency Services, Customer shall not block or limit access to Subscribers, even when they are in breach of their contract with Customer.

3.4.6 Customer acknowledges that the activation of a Number for Emergency Services or a change of a Subscriber's location information may require up to seven (7) Business Days to fully complete.

3.5 Directory Services

3.5.1 Customer is solely responsible for the accuracy of the data provided to Voxbone, and Voxbone reserves the right to exclude any incorrect, incomplete or non-compliant data from publication.

3.5.2 Customer agrees that the directory information published in the universal directory of the country where the Number was allocated may also be transferred to other commercial directory services providers of the country.

3.5.3 Customer acknowledges and agrees that the name, address and Number details published in the applicable directory services will also be available for reverse query (*i.e.*, search based on the Number to identify the name and address of the Subscriber).

3.5.4 Voxbone may decline to publish directory information that fails to meet the regulatory requirements for a country.

4. SUSPICIOUS TRAFFIC

4.1 Voxbone may monitor any fluctuations in Outbound Voice traffic. Should Voxbone detect any unusual or suspicious traffic, it may, at its sole discretion and without prejudice to any right which it might have to terminate the Agreement, elect to partially suspend any suspicious traffic until further notice.

4.2 Notwithstanding detection of any unusual or suspicious traffic, Customer understands and agrees that any suspicious or fraudulent traffic will be fully charged by Voxbone to Customer.

5. CONSEQUENCES OF PROHIBITED USES

5.1 Voxbone may act to stop any violations of this AUP. Voxbone may take immediate action, without regard to any cure periods in the Agreement, in response to such violation, including, but not limited to, termination of the Agreement.

5.2 Voxbone may refer violators of this AUP to civil or criminal authorities for prosecution and will fully cooperate with any investigation or proceeding initiated by government authorities.

5.3   Voxbone may disclose information transmitted over its facilities where necessary to protect Voxbone and its Customers from harm, or where such disclosure is necessary to the proper operation of the system.

5.4   In case of prohibited activities by Customer or a Subscriber, Voxbone reserves the right to charge Customer to cover the administrative expenses related to these activities, including, but not limited to, recovery of the costs of identifying offenders and restricting or terminating access to the services.

6.   EXCEPTIONAL USAGE

Should Customer's usage volumes in any country or geographic zone substantially exceed its forecasts, or should Customer expect such an increase, Customer must inform Voxbone via the web portal of revised traffic estimate so that Voxbone may provision capacity accordingly. Failure to do so in a timely manner may result in the temporary suspension of Customer's traffic in such countries or zones in accordance with Voxbone's reasonable network management practices.

7.   REASONABLE NETWORK MANAGEMENT

Voxbone reserves the right to manage network capacity to alleviate congestion and ensure all customers receive their forecasted capacity. Should Voxbone experience severe congestion that threatens the continuity or quality of its Services, Voxbone may temporarily suspend the Services of any Customer to ensure a fair distribution of the available capacity for all other Customers. Voxbone will start with suspending those Customers that are most in excess of their forecasted usage for that country. Customer will, whenever possible, provide advance warning to Customer of any congestion-related suspension and Customer may revise its Channel forecasts with its account manager once the congestion event has receded.

8.   MISCELLANEOUS

8.1   Customer may not transfer its account to any third party without prior written consent of Voxbone and the completion of Voxbone's Transfer of Account form.

8.2   Customer is responsible for protecting the confidentiality of its password and user account. If Customer has reason to believe that the security of its password might have been compromised, Customer should promptly contact its account manager.