

# Voxbone Acceptable Use Policy ("AUP")

## 1. General

Voxbone promotes a high level of responsible behaviour in connection with the use of Voxbone's website as well as the use of Voxbone's network. Voxbone aims at maintaining a valuable service that meets the needs of the customer. To this end, Voxbone created this AUP in order, inter alia, to:

- define acceptable practices for the use of any Voxbone's services
- protect the interests, reputation and resources of Voxbone and its customers against any abuses, and
- protect, as far as Voxbone is reasonably able to do, the public Internet community as a whole from an improper and/or illegal use.

By using any of a Voxbone service, the customer acknowledges that he has read, understood and agrees with the terms, conditions and notices of this policy. "Customer" means any user or customer of any and all Voxbone's services. This AUP is used in conjunction with the Voxbone Terms of Sale and other terms and conditions ("Agreement").

In case the customer resells or repackages Voxbone services or provides services based on Voxbone's input service to his own users or customers (e.g. end users, account holders or customers of those customers-resellers- or other third parties), the customer should ensure that these users are aware of and comply with this AUP. For Voxbone, customer's own customers and subscribers are deemed to agree with the provisions of this AUP, including the ability to terminate the service to the user, subscriber or account holder for violations of this AUP.

Voxbone complies with all applicable laws concerning the privacy as referred in the Voxbone Privacy Policy <http://www.voxbone.com/privacypolicy.jsf>.

Any complaints or enquiries regarding any breach of this AUP may be sent by e-mail to [abuse@voxbone.com](mailto:abuse@voxbone.com). In case customers are aware of any activity in violation of this AUP, customers are invited to promptly report to Voxbone by email to [abuse@voxbone.com](mailto:abuse@voxbone.com). Voxbone will reasonably investigate incidents involving such violations. If necessary, customers shall provide reasonable assistance to Voxbone for this investigation and duly cooperate with any law enforcement or regulatory authority to investigate claims of criminal, illegal or inappropriate behaviour.

This AUP shall be governed by and construed in accordance with the Belgian law.

## 2. Voxbone's right of modification

Voxbone reserves the right to modify the AUP from time to time. Such modification will enter into force upon posting at [www.voxbone.com](http://www.voxbone.com).

Nevertheless, customers are recommended to monitor this web site [http://www.voxbone.com/resources/Voxbone\\_AUP.pdf](http://www.voxbone.com/resources/Voxbone_AUP.pdf) for changes. The use of a Voxbone service after posting modifications to or an update of the AUP on Voxbone's website will

constitute the customer's acceptance of any new or additional terms of the AUP that result from those modifications.

### **3. Disclaimer**

Voxbone cannot monitor, control and censor the Internet or any content sent or received by the customer, its customers or a subscriber, and will not attempt to do so. In no event shall Voxbone be liable to its customers (or any of their end users or accounts holders) nor any third party for any injury and loss resulting from inaccurate, unsuitable, offensive, illegal or unlawful use of services as set out in this AUP or any direct, indirect, special or consequential damages for actions pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise.

The responsibility for avoiding the harmful activities as set forth in this AUP rests primarily with the customer.

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, to implement technical mechanisms to prevent any violations of this AUP.

In case Voxbone becomes aware of harmful communications, or when it is notified or becomes aware of actual or potential violations of this AUP, Voxbone may take any action to stop the harmful activity. Voxbone has the sole discretion to determine which action is appropriate under the circumstances. Voxbone may take action immediately without regard to any cure periods that may be set forth in the applicable Voxbone Terms of Sale.

Voxbone shall have the sole right to interpret the meaning of any provision of this AUP or whether a customer's or any of its customer's or subscriber's activity violates this AUP.

Voxbone is not liable for the security of communications transmitted over Voxbone's facilities.

Customers are responsible for protecting the confidentiality of their password, user names and user's account. Customers may not share them with any other person, even if related in any way. Customers may not transfer their account to anyone without prior written consent of Voxbone.

In case a customer loses its username, he should send an email explaining the situation to [sales@voxbone.com](mailto:sales@voxbone.com). In case a customer loses his password he may click the "I forgot my password" button. In case a customer has good grounds to believe that the security of its password might have been compromised, he should promptly send an email to [sales@voxbone.com](mailto:sales@voxbone.com).

### **4. Prohibited use**

In general, customers may not use the Voxbone network, application or services in any manner which:

- violates any applicable law, regulation, treaty or tariff;

- violates the acceptable use policies of any networks, application, machines or services which are accessed through Voxbone s network;
- infringes on the intellectual property rights of Voxbone or others;
- violates the privacy of others; or
- involves deceptive online marketing practices.

Solely as guidance to the customer, prohibited activities include, but are not limited to, the following:

- attempting to interfere with or denying service to any user or host (e.g., denial of service attacks);
- attempting to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any Voxbone services or those of any other party;
- falsifying header information, user identification or user information;
- introduction of malicious programs into the network (e.g., viruses, worms, Trojan horses, etc.)
- monitoring or scanning the networks of others without permission (e.g port scan)
- attempted or successful security breaches or disruption of Internet communication, including without limitation accessing data, machines or networks of which the customer is not an intended recipient or user or logging into a server or account that the customer is not expressly authorized to access (e.g. hacking or cracking);
- executing any form of network monitoring (e.g., packet sniffer) which will intercept data not intended for the customer;
- using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
- sending unsolicited commercial spam through the Voxbone network;
- transmitting or receiving copyright infringing material, including but not limited to copyrighted music, video, software, books, programs or other published material;
- transmitting or receiving obscene, indecent, offensive, racist, defamatory, unreasonably violent, threatening, intimidating or harassing material;
- auto-dialing or predictive-dialing (sometimes referred to as “robo-dialing”)
- other activities, whether lawful or unlawful, that Voxbone or any of its third party providers or peering partners determines to be harmful to its customers, subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service.
- engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by Voxbone, or otherwise involving the services or any Voxbone.com account.

## **5. Consequences of a prohibited use**

Any violation of any of the policies described below grants Voxbone the authority to take action to restrict or terminate customer's access to the services.

Notwithstanding anything herein to the contrary, a violation of this AUP by a customer or a customer's own user or customer are considered as a violation of this AUP by Voxbone's customer. 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.

Moreover, customers who violate this AUP may incur criminal or civil liability. Voxbone may refer violators to civil or criminal authorities for prosecution, and, if needed for the related investigation, will fully cooperate with the relevant government authorities. In case Voxbone is required by court orders, statutes, regulations or governmental requests to disclose information transmitted through its facilities, Voxbone will duly and entirely cooperate. Respecting all laws applicable (especially privacy law), 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.

In case of prohibited activities by the customer or the customer's own user or own customer, Voxbone reserves the right to charge the customer to cover administrative costs related to these activities including, but not limited to, recovery of the costs of identifying offenders and restricting or terminating the access to the services.

Voxbone shall not be liable for any damages of any nature suffered by any customer, or any third party resulting in whole or in part from Voxbone's exercise of its rights under these AUP.

## **6. Copyright and trademarks**

All Voxbone web site design, text, graphics and the selection and arrangement thereof are the copyrighted work of Voxbone SA , all rights reserved.

The Voxbone trade name and trade mark, the Voxbone logo; and all other related names, design marks, product or feature names are either registered trademarks or trademarks of Voxbone in Belgium, the European Union, the USA or other countries. Voxbone marks may not be used without the express written permission of Voxbone. All other products and services referenced in this site are the trademark or services marks of their respective owners.

Customers acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws protect all content and materials available on this site or through any Voxbone service. Nothing on any Voxbone website shall be interpreted or implied in such as conferring any right or license to any intellectual property rights, content, technology, system, process, or related material belonging to Voxbone by virtue of it being displayed or made accessible on any Voxbone website. Except as expressly authorized, customers agree not to use the website [www.voxbone.com](http://www.voxbone.com) or any Voxbone services in any manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you may access, receive or make available through this site or any Voxbone services.

## **7. Severability**

If any provision of this Policy is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this AUP will not be affected thereby.

## **8. Indemnity**

Customers agree to defend, indemnify and hold Voxbone harmless from any liability, claim, loss, damage or expense including reasonable attorney's fees arising out of Customer's breach of violation of any term contained in this AUP.

## **9. Limitation of liability**

Voxbone shall not be liable for any direct, indirect, special, consequential, or punitive damages, including, without limitation, loss of profits, loss of business or business opportunity, loss of use, etc. even if advised of the possibility of such damages by customer. This limitation of liability in favor of Voxbone is in addition to any limitations set forth in any written agreement between Voxbone and any applicable customer and will apply whether the action in which recovery is sought is based in contract or tort or any applicable laws.