



FAIR USE POLICY

Acefone reserves the right to change this policy at any time. Changes become effective when a revised policy is posted on our website.

This policy is only applicable to Acefone's customers in the United States.

This Fair Use Policy ("FUP") governs use of Acefone's networks, systems, websites, services, software, hardware, and products (collectively, "Services") by Acefone's customers ("Customers") and their authorized users (collectively, including Customers, "Users"). Upon any violation or reasonably suspected violation of this FUP, Acefone shall be entitled to immediately suspend provision of the Services in a manner reasonably suited to address the potential harm. Customer shall immediately inform any violations of this FUP to Acefone and cooperate with Acefone to investigate and remedy such violations.

Users shall not, and shall not encourage, authorize, assist, or enable any other party to engage in, any of the following in connection with the Services:

General Prohibitions

- Using the Services in a manner that may expose Acefone or its suppliers to criminal or civil liability, or regulatory enforcement.
- Violating applicable laws or regulations.

Activities Impacting Security or Reliability

- Attempting to circumvent any security mechanism of the Services, or using the Services in a manner that poses a security or other risk to Acefone, Acefone's suppliers, any User of the Services, or any third party.
- Benchmarking, unauthorized testing of, tampering with, reverse-engineering, decompiling, or otherwise using the Services in order to evade filtering capabilities, or discover limitations or vulnerabilities.



- Damaging, overburdening, interfering with or otherwise adversely impacting the reliability, availability or stability of the Services or third-party systems or networks.
- Using the Services in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, aircraft navigation or communication systems, or other devices or systems in which malfunction of the Services would result in potential risk of injury or death of the operator of the device or system, or to others.

Protecting Individuals' Rights

- Engaging in spamming, or other unsolicited, unwanted, or harassing advertising, marketing or other activities, including any activities that violate applicable anti-spamming, data protection, or privacy laws and regulations, including, but not limited to, the Telephone Consumer Fraud & Abuse Prevention Act, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, the Children's Online Privacy Protection Act, or the Do-Not-Call Implementation Act.
- Using the Services to collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretenses.
- Engaging in deceptive, fraudulent, inaccurate, or misleading activity with respect to third parties (including impersonation of identity or identifiers such as phone numbers or email addresses) or otherwise bypassing legitimate identification systems.
- Failing to obtain any legally required consent from applicable third parties for the collection, use, and disclosure of the third parties' personal data as described in the [Privacy Policy](#).
- To the extent that the Services are used to record or monitor calls or other communications, failing to comply with all applicable laws related thereto, including securing any required prior consents.



Telecommunications-Specific Limitations

- Violating applicable standards, policies, or guidelines published by generally-recognized industry associations, such as, but not limited to, the Cellular Telecommunications Industry Association and the Canadian Wireless Telecommunications Association.
- Violating telecommunications provider or other service provider requirements as communicated by Acefone.
- Artificially inflating traffic (*e.g.*, generating traffic that has been artificially increased to enhance the revenue of an entity or network without offering any real benefit to the originator of the call), including inducement of third-party inbound calls or calls to toll-free numbers without a valid business purpose.
- Using long virtual numbers or voice numbers to receive messages for the purposes of automated messaging, identity verification, bulk messaging, messages using automated dialing, or pre-recorded messaging, and the like.
- Forwarding from a virtual number to a dead endpoint (*i.e.*, if User forwards from a virtual number, User must make a reasonable attempt to receive or answer the message or call, as applicable).
- Transmitting caller or sender identification for outbound communications via the Services where the originating User's right to use such identification has not been checked.
- Having a high volume of unanswered phone calls, or phone calls (including text-to-speech communications) that have less than twelve seconds duration.
- Using long virtual numbers provided by Acefone as identifiers for SMS messages, outbound calls or other communications sent through providers other than Acefone.



Inappropriate or Harmful Content

Using, storing, submitting, uploading, downloading, transmitting, distributing, or facilitating the distribution of, any information that contains “inappropriate content,” including, but not limited to, content that:

- Contains fraudulent offers for products or services, or any promotional or advertising materials that contain false, deceptive or misleading statements, claims or representations, or false or inaccurate data, including the fraudulent use of credit cards.
- May be considered slanderous, libelous, defamatory, sexually explicit, threatening, offensive, abusive, vulgar, profane, obscene, malicious or otherwise harmful to any person or entity, constitutes or promotes “hate speech,” or is otherwise discriminatory based on race, nationality, sex, creed, religion, disability, language, sexual orientation, or age.
- Misappropriates, infringes on, dilutes, or violates any intellectual property rights or other rights of third parties, including but not limited to copyright, trade secrets, trademark, patent, rights of publicity, and rights of privacy.
- Contains or transmits viruses, worms, Trojan horses, or any other malicious, deleterious, or harmful programs, or similar destructive programming routines.
- Markets, promotes, or otherwise relates to terrorism or illegal activities.
- Comprises or promotes firearms, alcohol, or tobacco content, except where appropriate age-gating functionality has been put in place and such content is otherwise legal in the applicable jurisdiction.
- Constitutes or relates to “adult services” or content of an adult nature, including, without limitation, content that contains or depicts nudity, contains or depicts sexual activity, except where appropriate age-gating functionality has been implemented, such content is otherwise legal in the applicable jurisdiction, and only to the extent approved by Acefone.



- Contains sensitive identification or financial information or documents.
- Contains “protected health information” as defined by the United States’ Health Insurance Portability and Accountability Act of 1996 as amended, except in connection with and in compliance with an active Business Associate Agreement with Acefone, or as covered by the “conduit exception” or other applicable exception to requiring a Business Associate Agreement.

API Platform-Specific Limitations

In connection with the API Platform Services only:

- Offering or purporting to offer any services that allow the User to connect with emergency services personnel or public safety answering points such as 911, E911 services, or local equivalents.
- Renting, reselling, sublicensing, or time-sharing the Services or any portion of the Services (including, without limitation, data received through the Number Insight or Verify Services) without Acefone’s express and specific prior written consent.
- Aggregating, bundling, or otherwise combining in any way any messages originating from any other telephone number, or engaging in group messaging; each number shall only be used for messages originating and terminating to such single, unique telephone number.
- Sending a substantial amount of voice traffic, as reasonably determined by Acefone, only to specific regions or number ranges within a country in a manner that would cause Acefone to incur material costs beyond those incurred by Acefone when sending similar quantities of voice traffic equally spread across all regions and number ranges within such country.
- Making the Services available to anonymous users; or failing to obtain, maintain, or (upon Acefone’s request) provide to Acefone, reasonable “Know Your Customer” information in compliance with applicable law for each User, including for each User (whether an individual or legal entity) at least its name, address, verified e-mail



address, method of payment, and payment information, and where the User is a legal entity, the User's state or country of formation, contact person, and company registration number.

- Using the Services in any manner that results in charges to Acefone by third parties, such as originating access charges, dip charges, collect calls, calls made to NPA-976-XXX or 900-XXX-XXXX numbers, or any other number or service where the calling party is billed for the call by the calling party's provider on behalf of the terminating provider or its customer; or otherwise calling or sending messages to premium number ranges without Acefone's prior written consent in each instance.

Applications Services-Specific Limitations

In connection with the Application Services only:

- *Removing or Blocking Communications.* Acefone may remove or block communications including calls to certain countries determined solely by Acefone if Acefone suspects a violation of this FUP, or if Acefone deems it necessary in order to protect the Services, Acefone's network, employees, Users or third parties from harm, fraud, and/or if required by applicable law. Acefone may take such action without advance notice if required to protect Acefone and other Users in Acefone's sole discretion. Any permitted removal of blocks to certain countries requires a written waiver of liability by Customer.
- *Fair and Reasonable Use.* Acefone's business service plans and features are for normal, reasonable business use and consistent with the types and levels of usage by typical customers on the same business calling plan. "Typical" refers to the calling patterns of at least 95% of Acefone's business Customers on the same business calling plan. Certain calling and messaging plans, including unlimited calling and messaging plans, are designed for normal commercial use and are not intended to represent typical usage by unique organizations such as call centers (unless purchasing the Acefone Contact Center Services), resellers, telemarketing firms, or for use without live dialog, such as transcription services, intercom or monitoring services. Unauthorized or excessive use beyond that normally experienced by other Acefone customers may cause extreme network capacity and congestion issues and interfere with Acefone's network and the third



party networks with which Acefone connects for call initiation and completion services.

- *Evaluation of Usage.* The following is a non-exhaustive list of impermissible uses under Acefone's calling plans that are considered outside of normal use, whether obtained directly from Acefone, an authorized reseller, or from a co-branded Acefone partner:
 - Resale to others;
 - Iterative dialing;
 - Without live dialog, including use as a monitor or for transcription purposes;
 - Telemarketing uses not pre-approved by Acefone in writing, further subject to compliance with applicable laws;
 - Bulk call-in lines (*e.g.*, customer support or sales call centers unless Customer has purchased the Acefone contact center service, "hotlines," 900 numbers, sports-line numbers, *etc.*); and
 - Call or contact center uses not used in conjunction with Acefone pre-approved contact center systems or software platforms, or not otherwise pre-approved by Acefone in writing.
- *Review of Usage.* Acefone reserves the right to review usage of the Services to ensure that Users are not abusing or excessively using the Services.
- Unlimited calls and Unlimited SMS are limited to the US and Canada markets only.
- As a guide, in combination with other factors as described herein, Customer may be considered to be in violation of this FUP when any of the following occur:
 - Aggregate outbound domestic long-distance calling exceeding 3,000 minutes per Unlimited Extension or Premier seat per month
 - More than 500 outbound SMS per Unlimited Extension or Premier seat per month



If Customer's usage is excessive or abusive based on the above, Acefone reserves the right to charge, and Customer agrees to pay, a per minute fee as follows:

- Outbound domestic long-distance calling - \$0.029 USD per minute
- Outbound SMS - \$0.02 per SMS

Acefone will afford Customer the opportunity to correct abnormal usage patterns, but if Customer fails to immediately conform to normal use after Acefone's notice, Acefone reserves the right to charge the above-reference usage amount(s), and Acefone may exercise its right to transfer Customer's service to a more appropriate calling plan, charge applicable rates for that plan, implement other limitations, or suspend or terminate the relevant Acefone Services pursuant to this FUP and the Service Terms.

- *International calling.* By default, international calling will only be enabled for countries listed in Annexure – 1 and would be charged on a per minute basis.
- For enabling calls to other international destinations (destinations that are not covered in Annexure 1), please get in touch with our sales team at contact@acefone.com or call at +1-888-859-0450.
- Please refer to <https://www.acefone.com/international-rates/> for the international calling rates from the US/Canada to various countries.
- *Prohibited Use.* In addition, the Services may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses under this FUP or otherwise applicable to the Services):
 - Bulk call-in lines (e.g., customer support or sales call centers unless Customer has purchased the Acefone call center service, “hotlines,” 900 numbers, sports-line numbers, etc.);
 - Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail simultaneously);
 - Auto-dialing or “predictive” dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place outbound calls); or
 - Use an email box exclusively as storage space for data.



Acefone reserves the right to review Users' accounts at any time for potential abuses of this FUP. Acefone may determine abnormal or abusive usage as stated herein. If Acefone determines that Users have violated this FUP, Acefone may invoice the Customer and Customer shall pay a per-minute or per-SMS fee for excessive use as described above.



Annexure -1

Major countries served by us for international calling

Landline and Mobile numbers

Brunei Canada China Guam Hong Kong India Macau Malaysia	Puerto Rico Saipan San Marino Singapore South Korea Thailand US Virgin Islands United States
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Landline Numbers Only**

Andorra Argentina Australia Austria Bahrain Belgium Brazil Bulgaria Chile Colombia Croatia Cyprus Czech Republic Denmark Estonia Finland France Germany Greece Guadeloupe Hungary Iceland Indonesia Ireland Israel	Italy Japan Latvia Luxembourg Malta Mexico Monaco Netherlands New Zealand Norway Panama Peru Poland Portugal Romania Russia Slovakia Slovenia South Africa Spain Sweden Switzerland Taiwan Turkey United Kingdom
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**Calls to mobile numbers in these countries are charged per-minute rates.