

VTi Virtual Voice Acceptable Use Policy

This Acceptable Use Policy (AUP) constitutes an agreement (“Agreement”) between VTi Communications Group, Inc. (“we,” “us” or “VTi”) and the user (“you,” “user”, “Customer” or “Subscriber”) of VTi’s Virtual Voice Business Services and any related products or services (“Service”) and is incorporated by reference in your VTi Virtual Voice services agreement with VTi. **VTi, in their sole discretion, retains the right to terminate, delete or disable, without recompense, any account that breaches this Usage Policy.** Capitalized terms used in this AUP shall have the meaning given in your hosting services agreement.

This AUP has been created to ensure the privacy, reliability and security of the VTi network and in doing so, ensures all customers receive fair and equitable access. Our customers are expected to use the services in a legal and responsible manner.

VTi may depend on our AUP in circumstances where your usage of "flat rate" or "included" untimed call charges that form part of a pricing plan or promotional offer is deemed to be excessive or unreasonable.

This AUP must be read in conjunction with our Terms and Conditions and may be revised, without notice, at any time, at the sole discretion of VTi. It is the Customer’s responsibility to ensure they comply with the latest edition at any given time.

Inquiries regarding this policy should be directed abuse@vticom.com.

Excessive and Unreasonable use

Without restricting what is meant by "excessive and unreasonable" VTi will provide VTi Virtual Voice service for the purpose of your business making and receiving calls on our network. The objective of the Excessive and Unreasonable Use provisions is to identify those customers likely using predictive or auto dialers, or running an unauthorized Call Center on VTi business phone lines, which is strictly prohibited. This is likely to place unsustainable demands on the system. Business customers are welcome to reclassify their services as a call center or convert to a usage-based service, which is designed specifically for high-volume traffic.

VTi considers a call duration exceeding 180 minutes per call where a ‘flat rate’ applies, and or more than 3,000 minutes of talk time per month potentially indicative of non-ordinary and excessive usage. If your use of the VTi Virtual Voice plan is excessive VTi will contact you by phone or email, advising that you may be in breach of the Acceptable Use Policy and advising you to cease the excessive use immediately otherwise your service may be subjected to suspension or cancellation without further notice. If for the next billing period usage continues at a similar level and frequency, you will receive formal notification from VTi, advising that you must change your usage practices for the subscribed services in question or reclassify to a more appropriate plan.

Without reducing or restricting our rights under the Terms of Service, where we consider your use excessive, VTi reserves the right to:

- change your current plan with VTi without further notice and you will be billed accordingly; or
- charge for all calls or minutes that represent excessive use without further notice, that charge being calculated on then Standard Fees for VTi Virtual Voice Services; or
- choose to suspend or cancel your service immediately and without any prior notice if the breach is considered seriously detrimental to the network.

In contrast to the above sub-clauses we may in our absolute discretion give our consent to this type of behavior, subject to conditions and in writing.

Abuse

You may not use VTi's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any VTi user or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless:
 - i. the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and
 - ii. the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool);
- Any conduct that is likely to result in retaliation against the VTi network or website, or VTi's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Bulk Email

You may not use a VTi email service to send bulk mail. Please see the applicable Product Terms and Conditions for those services. You may use your dedicated hosted system to send bulk mail, subject to the restrictions in this Acceptable Use Policy.

Mail Requirements

You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial email. In addition, your bulk and commercial email must meet the following requirements:

- Your intended recipients have given their consent to receive email from you via some affirmative means, such as an opt-in procedure;
- Your procedures for seeking consent include reasonable means to ensure that the person giving consent is the owner of the email address for which consent is given;
- You retain evidence of each recipient's consent in a form that can be promptly produced on request, and you honor recipient's and VTi's requests to produce consent evidence within 72 hours of receipt of the request;
- You have procedures in place that allow a recipient to revoke their consent - such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints;

- You may not obscure the source of your email in any manner, such as omitting, forging, or misrepresenting message headers or return addresses. Your email must include the recipient's email address in the body of the message or in the "TO" line of the email;
- The subject line of the email must clearly describe the subject matter contained in the email, and the message must include valid contact information; and
- You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.

These policies apply to messages sent using your VTi services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an email address hosted via your VTi service. In addition, you may not use a third party email service that does not practice similar procedures for all its customers. These requirements apply to distribution lists prepared by third parties to the same extent as if the list were created by you.

VTi may test and otherwise monitor your compliance with its requirements. **VTi may block the transmission of email that violates these provisions.** VTi may, at its discretion, require certain customers to seek advance approval for bulk and commercial email, which approval will not be granted unless the customer can demonstrate that all of the requirements stated above will be met.

Unsolicited Communications

You may not use your service to send email or any other communications to a person who has indicated that they do not wish to receive it. If the communication is bulk mail, then you will not be in violation of this section if you comply with the 48-hour removal requirement described above.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a VTi system or network, or to breach VTi's security or authentication measures, whether by passive or intrusive techniques, without VTi's express written consent.

Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your VTi services.

Offensive Content

You may not publish, transmit or store on or via VTi's network and equipment any content or links to any content that VTi reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to VTi; or

- is otherwise malicious, fraudulent, or may result in retaliation against VTI by offended viewers or recipients, or is intended to harass or threaten.

Content "published or transmitted" via VTI's network or equipment includes Web content, email, bulletin board postings, chat, tweets, and any other type of posting or transmission that relies on the Internet.

Live Events

You may not use your VTI services to stream live sex acts of any kind, even if the content would otherwise comply with the AUP. VTI may prohibit you from streaming other live events where there is a special risk, in VTI's reasonable discretion, that the event may violate the Offensive Content section above.

Copyrighted Material

You may not use VTI's network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is VTI's policy to terminate in appropriate circumstances the services of customers who are repeat offenders.

Shared Systems

You may not use any shared system provided by VTI in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of VTI email services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your code if it unnecessarily conflicts with other customers' use of the services. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the VTI network.
- You may only use IP addresses assigned to you by VTI in connection with your VTI services.
- You agree that if the VTI IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and VTI may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions:

SLA

No credit will be available under a VTI service level guaranty or agreement for interruptions of service resulting from AUP violations.