

## Acceptable Use Policy (AUP)

The intent of IP2Call's AUP is to improve the use of services by proactively preventing unacceptable use. All IP2Call customers and including visitors of customers using IP2Call services must comply with this AUP.

As a user of IP2Call, you agree that you are at least 18 years of age ( or have permission from a parent or guardian to use this service) and will abide by the policies of IP2Call. IP2Call may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violating any terms listed in this AUP may result in suspension or termination of your account without notice. IP2Call reserves the right to refuse service to anyone.

## Violations of IP2Call's AUP

The following are violation's of IP2Call's acceptable use policy (AUP):

- **Illegal Use:** As a user of IP2Call , you agree not to use the service in a manner that violates any local, state or federal law.
- **Harm to Others:** Using the service to harm others, including but not limited to minors.
- **Threats & Harassment:** You agree not to use the service for abusive, profane, libelous, slanderous, threatening or otherwise harassing calls.
- **Fraudulent Activity:** Using the service to make or participate in fraudulent activity including financial scams.
- **Copyright or Trademark Infringement:** Using the service to transmit any material that infringes any copyright, trademark, patent, trade secret or otherwise propriety rights of a third party.
- **Collection of Personal Data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the Services:** Reselling the Services without IP2Call's authorization.

## Answer to Seizure Ratio (ASR)

For each billing cycle, if a Subscriber's outbound call attempts ( including call with a duration less than 6 seconds) exceed their completed calls by a factor of four (4) or more, IP2Call reserves the right to charge an additional \$ .005 per call attempt for each call attempted, completed or not, during that billing period. This ratio is calculated at the end of each monthly billing cycle, based on the ASR over the entire billing period.

## Terms and Conditions

The following terms and conditions apply to customers of IP2Call that are subscribed to, or have contractually agreed to, a flat rate billing plan for PBX, Trunk or Residential VoIP services. Flat rate billing plans offer a simple fixed monthly price for voice services (flat rate pricing plans are exclusive of DID, 911, Listing and CNAM services).

**Definitions:**

**Flat Rate:** A billing plan offered to IP2Call customers that includes an all-inclusive usage plan for PBX, trunk and residential voice services. The term "flat-rate" is limited in scope to the bundling of inbound and outbound metered calls. All non-metered services and excluded metered services which can be associated with a voice service are not included as part of the flat-rate pricing. Items excluded from flat-rate pricing plans will be billed at the contractually agreed upon rate. Exclusions include, but are not limited to, 911 Service, Listing Service, CNAM services, DID numbers, inbound toll free service, porting fees, setup fees and directory assistance calls.

**Hosted Account:** A unique SIP account capable of originating and terminating calls which can be one of three types; PBX Extension, Residential Line or a Trunk account .

**Average Consumption:** The average number of call minutes (inbound + outbound) used across all wholesale accounts for a period of one month. Average Consumption is calculated separately for each account type. In the case of trunk accounts, the average consumption is calculated as the total number of reseller (inbound + outbound minutes) divided by the total number of reseller trunk channels subscribed to. For PBX and residential accounts, the Average Consumption is calculated as the total number of inbound + outbound minutes divided by the total number of PBX or Residential accounts.

**Excessive Use:** The IP2Call's flat-rate plan bundles origination and termination calls per ordered Hosted Account on a fair use basis to ensure equitable network access for all users. The objective of Excessive Use is to identify customers that are utilizing far more minutes than an average PBX, Residential or Trunk account. Excessive Use is demonstrated when the Average Consumption for a User/Extension exceeds the following number of minutes:

PBX Average Consumption: 1000 Minutes

Residential Average Consumption: 1000 Minutes

Trunk Channel Average Consumption: 2000 Minutes

## **Revision to this AUP**

IP2Call reserves the right to revise, amend, or modify this AUP and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the customer's Master Service Agreement.