



ComTech has created this Acceptable Use Policy (“AUP”) to ensure the responsible, fair and reasonable use of ComTech’s networks, services, systems, websites and products (collectively, the “ComTech Products and Services”) by our customers and other users of ComTech Products and Services (collectively, the “User(s)”), and to enable ComTech to provide Users with reliable, secure and efficient services. By contracting for or using ComTech Products and Services, in addition to any other agreements Users may have entered into with ComTech, Users agree to be bound by the terms of this AUP. ComTech reserves the right to modify this AUP at any time and in its sole discretion pursuant to the relevant ComTech terms of service (“Service Terms”). Any use of ComTech Products and Services after such modification constitutes acceptance of the AUP as revised.

## **Termination/Suspension**

Any User that ComTech determines in its sole discretion to have violated any element of this AUP may be subject to suspension or termination of service, with or without notice pursuant to this AUP and the Service Terms. ComTech has the right, but not the obligation, to take further action as ComTech determines to be appropriate under the circumstances to eliminate or preclude repeated violations. ComTech shall not be liable for any damages of any nature suffered by any User, or any third party, resulting in whole or in part from ComTech’s exercise of its rights under this AUP.

## **Prohibited Conduct**

Any User that ComTech determines in its sole discretion to have violated any element of this AUP may be subject to suspension or termination of service, with or without notice pursuant to this AUP and the Service Terms. ComTech has the right, but not the obligation, to take further action as ComTech determines to be appropriate under the circumstances to eliminate or preclude repeated violations. ComTech shall not be liable for any damages of any nature suffered by any User, or any third party, resulting in whole or in part from ComTech’s exercise of its rights under this AUP.

## **Prohibited Conduct**



ComTech Products and Services must be used for lawful purposes only and in a manner consistent with the intended purpose of ComTech Products and Services. Users shall not use ComTech Products and Services to distribute, record, transmit, post, receive, use or store any type or kind of material that:

- is illegal, improper or inappropriate
- violates any local, state, or federal laws and regulations;
- may expose ComTech to criminal liability;
- may adversely affect ComTech Products and Services or other ComTech customers or Users;
- is threatening, abusive, harassing, defamatory, libelous, deceptive, or invades another's privacy; or
- constitutes any similar behavior

Users are further prohibited from facilitating the violation of this AUP and from violating or facilitating the violation of another provider's AUP, including distributing, transmitting, posting, receiving, using, storing or otherwise providing any product or service that violates this AUP or another provider's AUP. Should a User access another provider or network using the ComTech Products and Services, such User must comply with the provider or network's rules and policies. User agrees to indemnify, defend and hold ComTech harmless from all claims, damages, losses and expenses (including attorneys' fees and expenses) resulting from or allegedly resulting from such User's access or use of other providers or networks.

## **Removing or Blocking Communications**

ComTech may remove or block communications including calls to certain countries determined solely by ComTech if ComTech suspects a violation of this AUP, or if ComTech deems it necessary in order to protect ComTech Products and Services, ComTech's network, employees, customers or third parties from harm, fraud, and/or if required by Applicable Law. ComTech may take such action without advanced notice if required to protect ComTech and other ComTech customers in ComTech's sole discretion. Any permitted removal of blocks to certain countries requires a written waiver of liability by Customer.

## **Inappropriate Content**

Users shall not use ComTech Products and Services to distribute, record, transmit, post, receive, use or store material that is inappropriate, as reasonably determined by ComTech, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful or excessively violent.

## **Harmful Content**

Users shall not use ComTech Products and Services to distribute, record, transmit, post, receive, use or store material that may be harmful to, or interfere with, ComTech Products and Services or any third party's systems, networks, web sites or services. Such prohibited content includes, but is not limited to worms, viruses, or Trojan horses.

## **Fraudulent or Misleading Content**

Users shall not use ComTech Products and Services to distribute, record, transmit, post, receive, use or store material containing fraudulent offers for products or services, or any advertising or promotional materials that contain deceptive, false or misleading statements, representations or claims. Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

## **Unsolicited Messages (Email & Text Messages)**

Users shall not use ComTech Products and Services to transmit unsolicited email or text messages including, without limitation, unsolicited bulk email or text messages, where such emails or texts could reasonably be expected to provoke complaints ("spam"). Users are prohibited from using the services of another provider to distribute spam or to promote a site hosted on or connected to ComTech Products and Services. Users shall not use ComTech Products and Services to:

- send messages that are excessive or intended to harass others;
- continue to send messages to a recipient that has indicated that recipient does not wish to receive them;
- send messages with forged TCP/IP packet header information;
- send malicious messages, including “mail bombing”; or send or receive messages in a manner that violates the policies of any other provider.

## **Intellectual Property**

Material accessible through ComTech Products and Services may be subject to protection under publicity, privacy or other personal and intellectual property rights. Such rights include, but are not limited to, copyrights, patents, trade secrets, trademarks or other proprietary information. Users shall not use ComTech Products and Services in any manner that would breach, dilute, misappropriate or otherwise violate any such rights. Users must not use a domain name in connection with any ComTech Products and Services, and must not use that domain name in violation of the trademark, service mark or other rights of any third party.

## **Third Party Rules**

Users may have access through ComTech Products and Services to search engines, chat rooms, bulletin boards, Web pages and services or other services that publish rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines or agreements.

## **Inappropriate Actions**

Users shall not use ComTech Products and Services to conduct activities that may be harmful to, or interfere with, ComTech Products and Services or any third party’s networks, systems, services, or Web sites, and shall not reverse engineer any ComTech Products or Services. This includes, but is not limited to, mail bombing, flooding or denial of service attacks. Users are prohibited from violating or attempting to violate the security of ComTech Products and Services, or the computers, accounts, or networks of another party. Users are prohibited from any activity considered a precursor

to attempted security violations, including any form of probing, scanning or other testing of information gathering activity. Inappropriate activity may result in civil or criminal liability. ComTech will investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

## **Responsibility for Content**

ComTech assumes no responsibility for any material created, submitted, or accessible on or through ComTech Products and Services. ComTech is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. Should ComTech become aware that any such material may violate this AUP or expose ComTech to civil or criminal liability, ComTech reserves the right to block access to such material and suspend or terminate any User creating, recording, storing or disseminating such material. ComTech further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that ComTech deems responsible for the wrongdoing.

## **Fair and Reasonable Use**

ComTech desires that Users understand the intended and permissible uses of ComTech Products and Services, and further desires to prevent fraud, exploitation and abuse of certain ComTech calling plans and features. ComTech'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 ComTech'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, resellers, fax messaging services, 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 ComTech customers may cause extreme network capacity and congestion issues and interfere with ComTech's network and the third party networks with which ComTech connects for call initiation and completion services. Any use of the ComTech Products and Services or any other action that causes a disruption in the network integrity of ComTech Products and Services or its vendors, whether directly or indirectly, is strictly prohibited and may result in suspension or termination of the Services.

i. Evaluation of Usage. ComTech evaluates Customer usage in comparison to typical levels of permissible usage engaged in by ComTech's customers. The following is a non-exhaustive list of impermissible uses under ComTech's calling plans and is considered outside of normal use, whether obtained directly from ComTech, an authorized reseller, or from a co-branded ComTech partner:

- Resale to others;
- Without live dialog, including use as a monitor or for transcription purposes;
- Iterative dialing; Fax broadcast or Fax blasting; Telemarketing uses not pre-approved by ComTech in writing, further subject to compliance with Applicable Laws; and Call or contact center uses not used in conjunction with ComTech pre-approved contact center systems or software platforms, or not otherwise pre-approved by ComTech in writing.

ii. Review of Usage. Unauthorized or excessive use beyond that normally experienced by typical business customers as described above and below violates this AUP and may cause extreme network capacity and congestion issues and interfere with ComTech's network and third party networks with whom ComTech connects for call initiation and completion services. ComTech reserves the right to review usage of the Service(s) to ensure that customers are not abusing or excessively using ComTech Products and Services, and ComTech may suspend or terminate service pursuant to this AUP and the Service Terms if it determines, in its sole discretion, Customer is abusing the ComTech Products and Services. Prior to taking such action, ComTech will attempt to contact the Customer to discuss the cause for the excessive or abusive use.

As a guide, in combination with other factors as described herein, Customer may be considered to be in violation of this AUP when any of the following occur:

- aggregate outbound domestic long distance calling exceeding 3,000 minutes per Unlimited Extension per month pooled across all customer extension lines;
- outbound facsimile pages exceeding 2000 pages pooled across all customer facsimile lines per month;

In addition, ComTech Products and Services may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses under this AUP or otherwise applicable to the ComTech Products and Services):

- Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously);
- Bulk call-in lines (e.g., customer support or sales call centers unless Customer has purchased the ComTech call center service, “hotlines,” 900 numbers, sports-line numbers, etc.);
- 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)

ComTech reserves the right to review Users’ accounts at any time for potential abuses of this AUP. ComTech may determine abnormal or abusive usage as stated herein. If ComTech determines that Users have violated this AUP, ComTech may invoice the Customer, and Customer shall pay, a per-minute or per-page fee for excessive use as described below. In addition to such excessive use charges, if ComTech identifies excessive or abusive traffic patterns, ComTech reserves the right to change the Customer’s applicable calling and/or rate plan or suspend or terminate the relevant ComTech Product(s) and Service(s) with advanced notice provided Customer responds to such notice. In the event ComTech provides notice and Customer fails to respond within the timeframe indicated in the notice, ComTech reserves the right to suspend the excessive or abusive activity, and change the applicable calling and/or rate plan in its sole discretion thereafter.

**iii. Excessive Usage.** If it is determined that Customer’s usage is excessive or abusive, Customer agrees to pay a per minute, per page fee for use in excess of typical levels at the then current rate established by ComTech, of up to \$.02 per minute for voice calls and/or up to \$.02 per facsimile page. THIS OVERAGE FEE APPLIES TO ALL PLANS INCLUDING THE UNLIMITED PLANS, IF USE EVIDENCES PATTERNS OF ABUSIVE OR PROHIBITED USE RELATIVE TO NORMAL USE GUIDELINES. A Customer’s aggregate usage may be considered outside of normal use if it is excessive or abusive as described above. If ComTech affords Customer the opportunity to correct abnormal usage patterns and Customer fails to immediately conform to normal use, ComTech 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 ComTech Products and Service(s) pursuant to the Service Terms.

**iv. Backup Wireless Service.** Any Backup Wireless Service offered by ComTech is not intended to be used as Customer’s primary internet access source. It is to be used only as a backup/failover service in the event Customer’s primary internet connectivity is materially degraded or unavailable. In the event ComTech determines that Customer is utilizing the Backup Wireless Service as primary access and not as a backup service



(whether or not such plan contemplates overage charges), ComTech reserves the right to suspend or terminate such Service with prior written notice to Customer, and Customer shall be liable for all costs and charges associated with any such use, including any overage and other charges and costs incurred by ComTech. ComTech also reserves the right to throttle or reduce Service as needed due to Customer's recurring overages or prohibited use or in order to protect its network, its obligations to its wireless carriers and mitigate its costs, which may adversely impact Customer's other ComTech Products and Services, in which case ComTech shall not be liable to Customer for such impacts or be subject to service credits or Customer's termination rights on account of such actions. ComTech shall not be responsible for any Service issues arising from such improper use including but not limited to Service Level Credits, outages and degradation of call quality.