

CLEARSWITCH ACCEPTABLE USE POLICY

Capitalized terms used herein not defined herein are defined in the Clearswitch Terms and Conditions of Service, available at <https://clearswitch.net>, link: "Terms of Service", as the same may be updated from time to time.

This Acceptable Use Policy ("AUP" or "Policy") describes actions by Users that are mandated or prohibited by Clearswitch LLC (collectively with its subsidiaries, parents and other affiliates, from time to time as applicable, "Clearswitch"). "Users" means customer (including Customer) of Clearswitch and its customers and/or end users.

THIS POLICY IS SUBJECT TO CHANGE FROM TIME TO TIME IN CLEARSWITCH'S SOLE DISCRETION WITH SUCH CHANGES BEING EFFECTIVE UPON POSTING AT <https://clearswitch.net>. PLEASE REVIEW THIS POLICY CAREFULLY.

Services may be used only for lawful, proper and appropriate purposes. Users must use any Services only in a manner that, in Clearswitch's sole discretion, is consistent with the purposes of such Services. Users will not engage in any legal or illegal activity that either (i) harms Clearswitch, the network operated by Clearswitch, the Services and/or any User, or (ii) interferes with the network operated by Clearswitch and/or the provision or use of the Services by Clearswitch or any User. **Services may not be used for illegal, improper, and/or inappropriate purposes.**

Illegal purposes include, but are not limited to:

- using any Service in connection with the violation of or to violate any Laws (as defined hereinafter); or
- engaging in threatening, abusive, harassing, defamatory, libelous, malicious, deceptive or fraudulent behavior.

As used herein, "Laws" includes applicable international, federal, state, provincial, or local law, code(s) of practice, rule(s) or regulation(s), including, without limitation, as pertaining to infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, telemarketing or other inappropriate selling, data privacy (including, without limitation, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), call recording (including, without limitation, the Electronic Communications Privacy Act of 1986, any state or federal laws pertaining to consent, including single party or multiparty consent laws, rules and regulations), or obscenity, as well as anti-spam and other laws and regulations regarding unsolicited advertising, marketing or other similar activities (including, without limitation, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act and the Do-Not-Call Implementation Act), import/export laws, limitations and regulations (including, without limitation, as relating to any U.S. or European Union embargoed country the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List or any other list under applicable export control laws and regulations or European Commission restrictive measures, or any similar law having jurisdiction over User), NPAC's (Number Portability Administration Center's) acceptable use of data policy, all applicable anti-bribery laws and regulations (including without limitation, the U.S. Foreign Corrupt Practices Act), and all CRTC laws and regulations.

Improper and/or inappropriate uses include, but are not limited to:

- using the Services in a manner that causes injury to person or property;
- using the Services in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications

Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction);

- posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists; calling, messaging, storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- posting or transmitting any information or software that contains a virus worm, cancelbot or other harmful component; reverse-engineering any of the Services or any portion thereof; launching or facilitating, whether intentionally or unintentionally, a denial of service attached on any of the Services or engaging in any other conduct that adversely impacts the availability, reliability or stability of the Services;
- without permission from the owner of a system or network, doing any of the following:
 - (a) accessing the system or network,
 - (b) monitoring data or traffic,
 - (c) probing, scanning, and/or testing firewalls,
 - (d) testing the vulnerability of a system or network or
 - (e) breaching or bypassing any security or authentication routines of a system or network;
- conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters;
- relaying e-mail in an anonymous fashion or forging any TCP-IP packet header;
- mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network;
- sending unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints;
- operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user);
- falsifying User or other identifying information provided to Clearswitch or to other Users of the Services;
- use of any Services in violation of any trademark, copyright, or any other intellectual property protection law or provision, or AUP policy of any third-party provider;
- use of any Services for the purposes of engaging in an activity in connection or conjunction with any pornographic and/or adult entertainment industry purpose, regardless of whether such activity is lawfully permitted; auto-dialing or predictive-dialing (sometimes referred to as “robo-dialing”);
- continuous or extensive chat line or conference call participation, use of free conference calling or similar services that Clearswitch in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- use of an open telephone line as a monitoring, intercom or similar service;
- repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- use of call Services in a manner which does not consist of uninterrupted live human voice dialog by and between natural human beings;
- restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet; or 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 Clearswitch, or otherwise involving the Services or any Clearswitch account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
- with respect to any unlimited calling package, in addition to any other of the prohibited uses, auto-dialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast/blasting,

telemarketing, predictive dialing, or any other use or activity that is inconsistent with normal small to medium sized business usage.

IN NO EVENT WILL CLEARSWITCH BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS POLICY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF CLEARSWITCH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF CLEARSWITCH IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY AGREEMENT BETWEEN CLEARSWITCH AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.