Fair Use Policy

Purpose

Our customers should be able to use our services to express themselves and share information. We also believe that there should be certain rules on how services are used to ensure:

- we protect the safety and rights of other users and VoIPcloud
- that our services aren't used in an unreasonable or unacceptable manner to safeguard the quality of service for our Customers

Our Fair Use Policy explains what those rules are and what action we may take if you breach them.

Definitions

VoIPcloud – refers to VoIPcloud Wholesale Inc (USA - Delaware) (SR 20190014784) (File number 7219514) trading as **VoIPcloud**.

Customer – all customers of VoIPcloud including individual and business users, resellers and wholesalers.

Services – applies to all services that VoIPcloud supply including internet, call plans and SIP trunking, phone numbers, PBX features and intergrations and more.

Spam - unrequested or unauthorized electronic mail (1999 Delaware Laws Chapter 135 (H.B. 242).

You - the account holder and anyone the account holder has authorised to access to their VoIPcloud account and services.

Respecting others

You must not use our services to:

- promote or threaten violence towards anyone
- abuse or harass anyone, for example by making offensive, misleading or menacing comments (this includes to our staff)
- encourage hate, for example by making racist, sexist or discriminatory comments
- create a risk to the health or safety of any person
- use our service to send unsolicited or unwanted commercial electronic messages (Spam) to individuals or businesses

Respecting the law

You must not use your services for anything illegal or unlawful. This includes, but is not limited to:

- providing us with false account information
- hacking or gaining improper access to someone else's information
- send, or assist in the sending of Spam, or otherwise breach the 1999 Delaware Laws Chapter 135 (H.B. 242)
- transmission or storage of data infringing Delaware laws, including pornography and viruses
- contravene any applicable laws, including infringing copyright laws

Respecting VoIPcloud and our suppliers

You must not use your service for anything that would adversely affect VoIPcloud's network, reputation, or customer base. This includes, but is not limited to:

- using our services in a manner which is 'prohibited', 'unreasonable', 'unacceptable', or exceeded 'ordinary use'
- resupplying our services or products to others without our consent
- using services for other than their intended purpose
- using your service in a way that causes or may cause interference, disruption, congestion or more generally sub-optimal network performance

• using your service in a way that breaches our wholesale agreement with 3rd party suppliers

Technology specific requirements

In addition to the above, the following applies to specific services:

VoIP services:

Examples of activities that may be seen as unreasonable use include:

• auto-dialling
• continuous or extensive call forwarding
• continuous connectivity
• fax broadcast/blasting and junk/spam faxing
• telemarketing (including charitable, political solicitation or polling)
• call centre operations or high call volumes under unlimited business call plans
• calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such communications
• low answer seizure ratio (ASR) less than 40%
• low average length of call (ALOC) less than 15 seconds
• short-duration calls (6 seconds or less) are more than 15% of all successful calls (an additional surcharge per call may be applied)
• customer inbound or outbound minutes is greater than 80% of the aggregate usage of VoIPcloud customers
• customer's average minutes per call is greater than 90% of the aggregate usage of VoIPcloud customers
• any improper usage patterns
• utilizing a PBX user license for multiple individuals

Examples of activities that are prohibited include:

• robocalling is strictly prohibited, non-compliance will lead to immediate account termination.

USA VoIP termination:

For the protection of its customers and stakeholders, VoIPcloud Wholesale Inc strictly manages traffic to USA destinations. Any outbound calling campaigns must originate on your network or devices and may not be passed through from a third party. VoIPcloud Wholesale Inc participates in the USTRACEBACK effort and expects you will cooperate with traceback requests. All call campaigns to US destinations must comply with US laws regarding telemarketing and robocalling. Non-compliance of any prohibitied activities will lead to immediate account termination. PROHIBITED activity includes:

a. Any threatening calls or any calls pretending to be from any government agency employee;
b. Robocalls (prerecorded or artificial voice) to RESIDENTIAL or WIRELESS phone numbers without prior exp ress recipient consent;
c. Marketing, sales or other solicitation calls to a residential subscriber on the USA Do Not Call registry;
d. Prerecorded messages of any type that do not identify the name of the entity responsible for initiating the call and a telephone number to reach that entity;
e. Use of any calling party number which has been altered and/or to which the calling party does not have the rights to use.

SMS services:

Examples of activities that may be seen as unreasonable use include:
• bulk or large volume messaging
• sending unsolicited SMS messages
• sending messages which aren't standard person to person communications
• application to person messaging
• sending messages of phishing/smishing nature including attempting to obtain personal information and engaging recipient to reply by call or SMS
• sending messages of access hacking nature including use of malicious code or URL
• impersonating trusted brands or intitutions including varying or impersonating sender ID

Phone numbers services:
Examples of activities that may be seen as unreasonable use include:
• continuous or repetitive cycling of phone number ownership

Internet services:
Examples of activities that may be seen as unreasonable use include:
• use of internet services in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance.
• undertaking (or attempting to undertake) any of the following activities without authorization:
o disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial of service attacks or flooding a network
o probing, scanning or testing the vulnerability of a system or network
o breaching the security or authentication measures for a service or network
o servicing more than one premise with a single connection

What happens if you breach this policy?

If we think you have breached this policy, we can act.
This includes:
• looking into the breach (which may or may not involve contacting you)
• requesting that you change the way you use our services
• issuing a formal warning
• modify the terms of service for that customer without notice
• restricting your access, with or without notice
• suspending or ending your service, with or without notice
If we think you have broken the law, we will report you to the police and give them your personal information (see more in our Privacy Policy).

Updates to our fair use policy

We reserve the right to amend this policy concerning our services at any time. The updated version of this policy, once posted on our website, becomes effective immediately. Your continued utilization of our services following any such modifications shall constitute your consent to such changes.