



ACCEPTABLE USE POLICY

Last Updated: October 20, 2020

NUSO has created this Acceptable Use Policy ("AUP") for the reasonable and responsible use of NUSO Products and Services (collectively, the "Services") by Customers who purchase and use the Services. By using the Services, Customer agrees to be duly bound by all the terms and conditions of this AUP and this AUP is hereby incorporated into the NUSO Business Customer Terms and Conditions of Service and Use as executed by the Customer. NUSO reserves the right to change or modify this AUP at any time at its sole discretion and will provide Customer with notification of such change by uploading to the Customer's portal, via email, posting changes to the NUSO website and/or other means as appropriate to NUSO.

Neither the Customer and/or any of Customer's Users shall use the Services for fraudulent, illegal and improper use or any other like or similar type of action that in any way would interfere with NUSO ability to provide the highest quality of the Service to other Customers, restricts or prohibits other NUSO Customers from using the Service or causes damage to NUSO Customers and/or NUSO networks, hardware, infrastructure, software and any and/or all of NUSO property.

1. VIOLATION OF NUSO AUP.

Customer violation(s) of the NUSO AUP constitutes a material breach of the NUSO Business Customer Terms & Conditions of Service And Use. As such if and when NUSO comes to find that Customer has breached the NUSO AUP, NUSO at its sole discretion will exercise its rights to;

- A. Restrict Customers' and Customers Users usage of some, any and/or all of the Services,
- B. Suspend Customers' service for a time period NUSO deems fit,
- C. Terminate the Customers' NUSO Business Customer Terms & Conditions of Service And Use immediately, or take any other action NUSO deems required and to enforce the terms of as stated herein this AUP; and/or,
- D. Take steps and measurements of any of the above either individually or in any combination. However in the event NUSO is required to take any of the above steps, the Customer shall not be relieved of any payment obligation which may be due to owed NUSO. Additionally Customer may also be required to remit payment to NUSO for additional damages as stated in the NUSO Business Customer Terms & Conditions of Service and Use that include but are not limited to; Service termination fees, hardware costs and equipment fees, reasonable attorney's fees.

2. VOICE SERVICE.

Voice services are primarily provided for live dialog between individuals. Customer may not use the voice Services for commercial uses which include but are not limited to:

- A. Using the Services in any way that is in violation of any applicable Laws, threatening, obscene, defamatory, harassing, deceptive, libelous, fraudulent, malicious, infringing, or invasive of any other individuals privacy,
- B. Providing rights to affiliates and/or third parties with respect to the Services. Reselling; exporting, leasing, distributing; importing; selling, or in any other fashion granting rights to affiliated and/or unaffiliated third parties with respect to the Services, and any software or hardware used in conjunction with NUSO delivery of Services or any part thereof without NUSO formal and prior written consent,
- C. Undertaking, attempting, permitting, causing, directing, or authorizing the modification, copying, creation of derivative works, reverse engineering, decompiling, recompiling, disassembling, or hacking of the Services of any NUSO software and hardware used in conjunction with the delivery of Services, or any portion thereof,
- D. Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network,
- E. Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session(s), or any other means of communication,



- F. Engaging in the transmission of pirated software,
- G. Providing guidance, information or assistance with respect to causing damage or security breach, confidentiality breach or any other form of breach to NUSO network, systems, Services and/or to the network of any other Service Provider,
- H. Transmitting communications in any manner that would violate any applicable Laws, or using the NUSO Services to facilitate any form or type of illegal activity.
- I. Utilizing the Services in excess of what NUSO, deems as at its reasonable discretion would be expected of and constitute normal business use.
- J. Gaining and/or attempting to gain access to use or using any device, network, system, plan, account or in any unauthorized manner.
- K. NUSO reserves the right to apply a surcharge for any high volume short duration calls. Any acts which may engage or allow traffic pumping, access stimulation, access, simulation of calls through Customers' Service or the NUSO network by the use of an auto dialer or predictive dialer and/or, computer systems to generate excessive calls and to continuously dial or place out-bound calls, high volume short duration ("HVSD") calls or any other act which may precipitate high and excessive call volumes to a Customers' Service plan.
- L. Sending advertisements, messages, mail messages, (including email, voicemail, SMS) and/or faxes, without the consent of the recipient which is in violation of the Telephone Consumer Protection Act ("TCPA") or otherwise in violation of any applicable Law.
- M. Intentionally engaging in broadcasting and/or blasting bulk communications, advertisements, or messages, including but not limited to; facsimile, or internet facsimile, email, SMS, voicemail.
- N. Spying, harvesting or any other form of collection of information about others, including phone numbers and email addresses. Unless provided however Customer has obtained the respective individuals approval and consent so as not to breach of applicable data protection or privacy laws.
- O. Creating a false Caller ID identity, ID spoofing or ID spoofing, altering the ANI, forged email/SMS addresses or otherwise attempting to mislead others as to the identity of originating caller and/or sender of any form of communication made using the Services.
- P. Knowingly, negligently, willfully, intentionally or otherwise sending and/or transmitting any form of material that contains time bombs, viruses, malware, Trojan horses, worms, spyware, any other form of material which would create a Denial of Service ("DOS") or any other programs using NUSO Services, network and infrastructure that may be harmful or dangerous.
- Q. Using the Services delivered by NUSO in any way that interferes with, prevents, disrupts, or restricts any other Customers' and third parties' enjoyment and use of the Services.
- R. Displaying or using any NUSO trade or word marks in any manner without NUSO express prior written permission, to be granted or denied at NUSO sole discretion.
- S. The transmission of any material that may misappropriate or may infringe and/or otherwise violate NUSO. Intellectual Property rights, rights of privacy, or NUSO affiliates and third parties without the prior written permission of NUSO which owns all NUSO marks, its affiliates that own any such Affiliated Mark, and/or the third party that owns any such Third-Party Mark.
- T. Network Interference. Interfering with, or disrupting, networks or systems connected to the Plan Services.
- U. Disabling, attempting to disable, attempting to circumvent or circumventing any security mechanism related to the Services.
- V. Monitoring, modifying intercepting, capturing, replicating, mimicking, decrypting, or redirecting, any communication or data for any purpose, including, without limitation, causing any NUSO Service and/or product to connect to any computer server or other device not authorized by NUSO.
- W. Employing or using any methods and/or devices that are designed to take advantage of; exploit, bypass, violate or otherwise avoid compliance with respect to all of the NUSO Business Customer Terms & Conditions of



Service And Use, the NUSO Terms and Conditions of Service/Use and any of the NUSO governing program and policy documents and/or any applicable U.S. and International Laws.

- X. Allowing any other Service Provider or any other third party to use or execute any software commands, programs or modifications that facilitate the maintenance or repair of any software or hardware used in conjunction with NUSO delivery of the Services. Unless provided however Customer the Service Provider or third party is an authorized affiliate or provider that is acting with and in NUSO authorization.
- Y. Engaging in or to allowing forwarding or trunking or Customers' NUSO telephone or facsimile number to any other number or numbers that are capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

3. VIDEO AND AUDIO RECORDINGS.

- A. Features of Video and Audio Services with NUSO allow Customer and its users of the Services to record Video and Audio or other communications. The notification and consent requirements relating to the recording of Videos and/or other communications may vary from state to state and country to country. Customer should consult with an attorney prior to recording any Video or Audio as some states or countries may require users to obtain the prior consent of all parties to a recording, or other Video or Audio communication before the public or Employee are recorded. Customer represents and warrants that Customer will review all applicable Laws before Customers' use or allow use of the Plan Services to record any videos or other audio communications and will at all times comply with all applicable laws. Customer agrees to inform all users of the Customers service and using the Customer Account that they are obligated to comply with all Laws relating to their use of the call recording feature.
- B. Violations of the call recording Laws may be subject to criminal or civil penalties.
- C. NUSO expressly disclaims all liability with respect to Customers recording of telephone conversations. Customer agrees to indemnify and hold harmless NUSO, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of Customer violation(s) or alleged violation(s) of any call recording Laws. NUSO expressly disclaims all liability and all warranties with respect to recording of conversations and/or calls.
- D. To store PHI (Personal Health Information); or if Customer qualifies as a "covered entity," "business associate," or "subcontractor" under HIPAA (or similar terms under similar legislation in other jurisdictions) or are otherwise subject to HIPAA, to transmit, receive, or store PHI without the NUSO HIPAA Conduit setting being active and in effect.
- E. A breach of obligations in this Section constitutes a material breach this NUSO AUP, the NUSO Business Customer Terms & Conditions of Service and Use, and any NUSO program and policy documents, as applicable, and NUSO at its sole discretion may; A.) suspend Customers use of service, b.) restrict some, any and or all of the Customer Account service functionality, c.) terminate the Customer account with no notice, and/or d.) any combination of the aforementioned.

4. UNLAWFUL ACTIVITIES

- A. NUSO Network and Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

5. INAPPROPRIATE INTERACTION WITH MINORS

- A. NUSO complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

6. CHILD PORNOGRAPHY

- A. NUSO, Services shall not be used to call, transmit, publish, submit/receive, upload/download, post, use, copy or otherwise produce, distribute or store child pornography. Suspected violations of this prohibition may be reported to NUSO at the following email address: serviceorders@nuso.cloud NUSO will immediately report



any discovered violation of this prohibition to the National Center for Missing and Exploited Children and as applicable the proper jurisdictional authorized and local, state and or respective federal agencies. NUSO shall take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its network, switches, systems and servers.

7. NUSO REMEDIES IN THE EVENT OF CUSTOMER AUP VIOLATION OR SUSPECTED CUSTOMER VIOLATION.

- A. NUSO reserves the right, at its sole discretion, to determine if a Service is being used for any of the foregoing purposes or activities.
- B. Violation of this Policy may result in civil or criminal liability, and NUSO in its sole discretion, in addition to any remedy that it may have at law or in equity, may immediately terminate permission for the Customer and its Users to use the Services, or any portion of the Services, and may charge Customer any applicable rates and cancellation or termination fees. In addition, NUSO may investigate incidents that are contrary to this AUP Policy and provide requested information to third parties who have provided notice to NUSO stating that they have been harmed by a Customers failure to abide by this AUP Policy or the policies set forth in the documents incorporated by reference within this AUP policy. Additionally NUSO at its sole discretion may bring legal action to enjoin violations and/or collect damages caused by any violation of any part of this AUP Policy by Customer or users of Customer.
- C. Any violations or attempted violations of this AUP Policy by any Customer and/or its users (or any third party on behalf of any Customer or Customers users) will constitute a violation of this AUP Policy by the Customer and a material breach of any applicable NUSO Business Customer Terms & Conditions of Service and Use including, without limitation; any applicable amendments to the NUSO Business Customer Terms & Conditions of Service and Use and any additional governing NUSO program and policy documents.
- D. NUSO's failure to enforce this AUP Policy in any or every instance in which it might have application does not amount to a waiver of NUSO rights
- E. IN NO EVENT WILL NUSO BE LIABLE TO ANY CUSTOMER OR USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS AUP POLICY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF NUSO MANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF NUSO IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN THE NUSO BUSINESS CUSTOMER TERMS AND CONDITIONS OF SERVICE AND USE WHICH THE CUSTOMER SIGNS WHEN THEY PURCHASE THE SERVICE 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.

8. CHANGES TO THIS POLICY.

NUSO reserves the right to make changes to this Policy, so please check back periodically for changes. You will be able to see that changes have been made by checking to see the effective date posted at the top of the Policy. If we make any significant changes in our policies and procedures we will post a prominent notice on our website notifying you of the change and/or we may choose to email you directly (if you have opted to receive emails from us), by hard copy mail or any other means NUSO determines at its sole discretion.