



Legal Statement

ACCEPTABLE USE POLICY OF BROADVOX, INC.; BROADVOX, LLC; BROADVOXGO, LLC, WWW.BROADVOX.COM, WWW.BROADVOX.NET (COLLECTIVELY BROADVOX)

Acceptance of Terms through Use

This site provides you the ability to learn about Broadvox and its products and services as well as the ability to access our network and services (“Broadvox Services”). By using this site and any other site owned and operated by Broadvox, you signify your agreement to the terms, conditions and notices of this policy. ‘You’ when used in this statement shall mean the Broadvox Customer of record and Broadvox Customer end users.

This Acceptable Use Policy is used in conjunction with the terms of your service agreement. Violating any of these policies grants Broadvox the authority to take action to restrict or terminate your access to Broadvox Services. We reserve the right, at our discretion, to update or revise this policy, any other policy or statement on any Broadvox website, and any product offerings or programs described on any Broadvox website. Please check back periodically to review any changes to this policy.

Broadvox disclaims, to the maximum extent permitted by law, all warranties, representations or other endorsements, express or implied, with regard to the information accessed from, or through, this service, the systems which provide it and the Internet, including all warranties of merchantability or fitness for a particular use, or non-infringement of any third-party rights. Broadvox does not assume any liability for the completeness, accuracy or usefulness of any information disclosed or materials accessed. In no event shall Broadvox (or any persons or entities related thereto) be liable for any special, indirect, or consequential damages associated with or arising from use of this service in any way, including any loss of use, data or profits, regardless of the form of action. Any failure by Broadvox to enforce this policy in every instance in which it might have application does not amount to a waiver of Broadvox’s rights

Lawful Use

You must use this site and the Broadvox Services in accordance with the terms of this policy and your Broadvox Service Agreement, and in accordance with all federal, state and local laws, ordinances and regulations.

User Conduct, Prohibited or Unlawful Use

In order to maintain an informative and valuable service that meets the needs of the users of this site and Broadvox Services, the following rules have been established to protect against abuse.

Use of this site or Broadvox Services for any purpose that is unlawful or in any manner which could damage, disable, overburden or impair the operation of this site, the Broadvox Network or Broadvox Services or any other party’s use or enjoyment of this site, the Broadvox Network or Broadvox Services, is strictly prohibited.

Specifically, you may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any Broadvox Services or those of any other party
- Interfere with service to any user, host or network including, without limitation, mail-bombing, flooding or attempting to overload the system
- Forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting
- Falsify address information or otherwise modify e-mail headers to conceal the sender’s or the recipient’s identity
- Use this site or Broadvox Services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider

Additionally, you may not, by use of any Broadvox Service or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that, in Broadvox's discretion:

- Is unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, pornographic or inaccurate
 - Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason
 - Is posted in violation of a newsgroup charter
 - Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
 - Has a negative effect on Broadvox or its network (including, without limitation, overloading servers on the Broadvox Network; causing portions of the Broadvox Network to be blocked by other network providers; generating unresolved third party complaints or complaints which, in the discretion of Broadvox, impose an unreasonable administrative burden on the company; etc).
 - Constitutes unsolicited duplicative e-mail (commercial or otherwise)
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- This prohibition extends to the sending of unsolicited and/or mass e-mailings from any Broadvox account, or via another service which in any way (i) implicates the use of this site or Broadvox Services, Broadvox equipment or any Broadvox e-mail address; (ii) that is relayed from any Broadvox or third party's mail servers without permission; (iii) which employs techniques to hide or obscure the source of the e-mail; (iv) which are sent, or caused to be sent, to or through the Broadvox Network that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing may be deemed to be counterfeit.
 - A communication may be unsolicited if: (1) recipients' email addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from sender, or (3) recipients have opted out of receiving communications from sender when given notice of the opportunity to do so.
 - Senders should: (i) confirm that the actual owner of each email address, particularly email that are part of a list, agreed to receive email and/or bulk email from the sender; (ii) include their email and/or physical address in any bulk mailings; and (iii) provide recipients with an effective means of removing their email from lists.

PLEASE NOTE: The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") (P.L. 108-187) or Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.); the Virginia Computer Crimes Act (Va. Code Ann. § 18.2-1 52.2 et seq.) (amended effective July 1, 1999); the Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.); and any other applicable statutes and regulations.

Broadvox reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from being sent from or transmitted through the Broadvox Network, including the right, without prior notice, to perform vulnerability tests on systems residing on IP address space belonging to Broadvox which may be allocated for Customer use. The purpose of such testing includes, but is not limited to, testing of mail servers or proxy servers for unrestricted third party relaying. Broadvox will use commercial reasonable efforts to ensure that such testing will not adversely affect Service provided to Customer or compromise the security of Customer's network. Customer may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

Your participation in online communication or use of any Broadvox service is not edited, censored or otherwise controlled by Broadvox. However, Broadvox reserves the right to monitor content on this site and any Broadvox Services and to remove content, disable sites, or suspend or terminate services if Broadvox, in its discretion, determines such content or user practices are harmful, offensive or otherwise in violation of this Acceptable Use Policy.

International Use

Broadvox makes no representation that materials available on this site or any or through any Broadvox service are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who access this site or any site hosted by Broadvox from other locations are responsible for compliance with local law.

Intellectual Property Rights

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If you use a domain name or content in connection with the Broadvox web hosting, or any other web hosting service, you must not use that domain name or content in any way which violates any trademark, service mark, or similar rights of any third party.

User's Grant of Limited License

By posting or submitting content to any Broadvox website, you:

- Grant Broadvox the right to use, reproduce, display, adapt, modify, distribute and have distributed the content in any form, anywhere and for any purpose, subject to the Broadvox [Privacy Policy](#), which is incorporated in and made a part of this Policy and,
- Warrant and represent that you own or otherwise control all of the rights to the content and that public posting and use of your content by Broadvox will not infringe or violate the rights of any third party.

Internet Relay Chat Rules

You must not use any programs that may or will interfere with another's use of this site or Broadvox Services. You must not run any Internet Relay Chat ("IRC") robot on any IRC server which might interfere with the Services or otherwise violate this AUP. When logged into any IRC server, you must comply with the rules and policies established by that IRC's service administrator.

Dial-up Use Rules

When accessing Broadvox Services via dial-up, you must not use Broadvox Services to operate server programs, including but not limited to, mail, IRC, ftp or Web servers. You must not use dial-up access on a standby or inactive basis in order to maintain a connection. The use of automated electronic or mechanical processes to maintain a constant connection, such as the use of an auto-dialer, persistent checking of e-mail or "pinging" the host, are prohibited.

Controlling Law and Termination

This Authorized Use Policy is subject to, and shall be construed and enforced in accordance with the laws of the State of Ohio without regard to its choice of law principles, and any disputes hereunder shall be brought in the Cuyahoga County, City of Cleveland, State of Ohio.

Notices

The Broadvox Terms of Service Agreement and Acceptable Use Policy prohibit acts of copyright and trademark infringement and other unlawful behavior by Broadvox subscribers. Broadvox takes subscriber violations seriously and will investigate complaints and, where appropriate, may remove content, disable sites, suspend or terminate services, or take other action as necessary. Broadvox assumes no responsibility for costs incurred for defending or asserting a violation of the Broadvox Terms of Service Agreement or Acceptable Use Policy.

General Complaints: Please send reports of any activity in violation of this Acceptable Use Policy abuse@Broadvox.net. Broadvox will reasonably investigate incidents involving such violations. Broadvox may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may result in criminal and civil liability.

Retail Unlimited SIP Trunking Acceptable Use Policy

This Policy aims to ensure that you do not use the Retail Unlimited SIP Trunking Service in an excessive or unreasonable manner which may hinder or prevent Broadvox from providing quality service to other customers. The lists below are not all-inclusive, and are additional to (not replacements of) all requirements listed above.

1. Excessive Use

You may only use the Retail Unlimited SIP Trunking Service for personal, residential or business purposes. You may not use the Retail Unlimited SIP Trunking Service to engage in activities which may cause significant network congestion, such as:

- Autodialing;
- Continuous or extensive call forwarding;
- Continuous call session connectivity;
- Fax broadcasting;
- Fax blasting;
- Telemarketing; or
- Any other activity that would be inconsistent with reasonable personal, residential and business use patterns;

unless express written permission for such use is granted by Broadvox.

2. Unreasonable Use

We consider your use of our Retail Unlimited SIP Trunking Service to be ‘unreasonable’ if you:

- re-sell, re-brand, re-supply or commercially exploit our Retail Unlimited SIP Trunking Service, without our written consent, in order to aggregate traffic from more than one customer over an “unlimited” trunk;
- set up routing functionality such that only outbound long-distance traffic is sent over the Retail Unlimited SIP Trunking Service
- engage in any other conduct which is fraudulent or results in significant network congestion.

3. Our rights

We may monitor your use of the SIP Trunking Service to ensure your compliance with this Policy. Without limiting our rights under the Service Order and Agreement, if we believe for any reason that you are in breach of this Policy, we may, without notice to you, reduce your usage so that it complies with this Policy, and/or:

- cancel or limit your access to any relevant SIP Trunk Service and charge you at our rated retail rates;
- suspend or limit the SIP Trunking Service (or any feature of it) for any period we think is reasonably necessary;
- require you to reimburse us the difference between the standard rated retail rates (without any Special Offer applied) and the amount you have paid to us for our Unlimited SIP Trunking Service calculated from the date of the breach; and/or
- terminate your service.

General 911 Notification

911/E911 Notice

Broadvox SIP Trunks are fully 911/E911 compliant. 911 and Enhanced 911 (E911) service from a VoIP service, however, operates differently than traditional 911. Please review the following service functions and policies of our VoIP 911 service.

1. **Limitations of Service** Your company should notify users of your PBX of the following limitations:

- a. **Power Outage.** 911/E911 Service over a SIP Trunk will be disrupted if power to the user's telephone is lost. 911 Service will also be disrupted if power to the hosted PBX and network infrastructure serving its access to the Internet connection delivering the SIP Trunk is interrupted.
- b. **Incorrect Location/Phone Number.** Service also may be limited or unavailable if the end user's registered address is not timely updated, if an improper telephone number is transmitted to the 911 call center, or if delays occur in making a registered address available in or through third party databases.
- c. **911 Call Center Capabilities.** E911 service may not be available in geographic areas where the local 911 call center is unable to handle and display calling party number and registered address information.
- d. **Other.** Like any other call, 911 calls may result in busy signals, especially during natural disasters and mass emergency events. 911 systems themselves also are subject to outages, database failures, and human error as well. If for any reason an end user does not have access to either basic 911 or E911, the 911 call will be sent to either a ten (10)-digit number at a 911 call center, or to emergency call relay center, where a trained agent will ask for your name, telephone number, and location, and then transfer you to the local emergency center nearest to your location.

In light of these and other limitations, 911 callers should always be prepared to provide their address and phone number with the 911 operator.

- 2. **Registered Addresses** - Due to the dynamic nature of IP, and more specifically VoIP, it is important to consider the physical location of the PBX when you define the registered address for Emergency Services. You must register an appropriate address with Broadvox before we provide service to you.
 - a. **Each Broadvox GO! SIP Trunk is deployed with a single 911 registered address through the SIP Trunk's Billing Telephone Number (BTN).** Additional addresses can be registered through Enhanced Local Numbers (ELNs) and Enhanced DIDs (EDID). If you have any questions about how you may register multiple addresses, you may contact your Broadvox SIP Project Manager or Client Account Manager.
 - b. **It is your responsibility to ensure that your end users have access to 911 services.** Your company may host your service from anywhere and end users may be located in many diverse locations so it is important to timely register and update their physical addresses with Broadvox. It is your responsibility to notify Broadvox of any registered address changes for end users on your PBX.
 - c. **When a 911 call is placed through a Broadvox SIP Trunk, the telephone number associated with the registered address must be delivered as the outbound Calling Party Number (CGPN).** The CGPN must be a number that may be used as a call back number, such as the Billing Telephone Number (BTN), the Enhanced Local Number (ELN) or the Enhanced Direct Inward Dial (EDID). It must not be a standard Direct Inward Dial (DID) or Virtual DID (VDID).
 - d. **Only BTNs, ELNs or EDIDs may have registration and only numbers with registration should be delivered as the CGPN for calls to 911.** A CGPN that does not exist (Unavailable CGPN), was not registered or for which a registration was not allocated should never be delivered as the CGPN for calls to 911.
 - e. **If the CGPN is non-registered or unavailable, the call will be processed to a 911 call center. A \$50 surcharge per call** will be applied to the account, whether it is an individual or company.
 - f. **Broadvox has delivered appropriate labels or stickers warning callers using your PBX that 911/E911 service may be limited or not available in certain areas.** You must place these on or near the end user equipment used in conjunction with Broadvox service. Please contact us immediately if you have not received these items or require more of them.

To the fullest extent permitted by applicable law, Broadvox will not be liable for any damages due to a delay or failure to provide 911 Dialing, or any interruption or degradation of voice quality for 911 calls, resulting from any cause, including, without limitation: failure or defect in your broadband service, PBX or other equipment; failure of an incoming or outgoing communication; the inability of 911 calls to be connected, completed, or forwarded; an act or omission of a third party, including service outage or loss of power. Broadvox is not responsible for the conduct of local 911 call centers or third parties who assist the company in routing 911 calls, including where data used by a third party to route 911 calls is incorrect or results in no or erroneous data transmitted to a 911 call center. Customers will indemnify Broadvox, its officers, directors, employees, affiliates, agents, and any other service provider who provides 911 services to Broadvox, from claims, losses, damages, fines, penalties, costs, and expenses, including, without limitation, attorneys fees, incurred or asserted by or on behalf of you or any third party or user of our service, relating to 911 dialing. To the fullest extent permitted by applicable law, Customers will also waive all claims or causes of action

arising from or relating to 911 dialing unless they arise from our gross negligence, recklessness, or willful misconduct.

Canada 911 Requirements

In addition to complying with all other applicable 911- and non-911-related laws, rules, orders and regulations, in the U.S., Canada and wherever service is provided, all wholesale customers who provide (or enable others to provide) VoIP telephony in Canada are required to comply with the following provisions concerning 9-1-1.

Decision CRTC 2005-21, Telecom Decision CRTC 2005-61:

1. Notification requirements.
 - a) All Canadian carriers offering local VoIP services shall provide initial Subscriber notification, regarding any limitations that may exist with respect to 911/E911 service, before service commencement. This information is to be made available through all of the following: marketing material used for television, radio and printed media, the terms and conditions of service, on-line material, customer service representatives, service contracts and starter kits;
 - b) All Canadian carriers offering local VoIP service shall provide on-going Subscriber notification during service provision through all of the following: marketing material used for television, radio and printed media, the terms and conditions of service, on-line material, customer service representatives, warning stickers affixed to telephone sets and billing inserts; and
 - c) In circumstances where there are limitations on VoIP 911/E911 services, the carrier shall, prior to commencement of service, obtain the Subscriber's express consent, by which the Subscriber acknowledges his/her understanding of the 911/E911 service limitations, using one of the methods approved in CRTC Telecom Decision 2005-15, namely:
 - i. written consent;
 - ii. oral confirmation verified by an independent third party;
 - iii. electronic confirmation through the use of a toll-free number;
 - iv. electronic confirmation via the internet;
 - v. oral consent, where an audio recording of the consent is retained by the carrier; or
 - vi. consent through other methods, as long as an objective documented record of Subscriber's consent is created by the Subscriber or by an independent third party.
 - d) To ensure that information regarding limitations on 911/E911 service is accessible to persons with visual disabilities, all Subscriber notification, and any printed information used to secure the express Subscriber consent, must be provided in alternative format (e.g., Braille and large print), upon request. Furthermore, to ensure that such documentation is accessible to persons with cognitive disabilities, the carrier is required, at a minimum, to explain it, upon request.
 - e) All Canadian carriers supporting nomadic local VoIP services or fixed/non-native local VoIP service are required to provide a level of 911 service in areas where 911/E911 service is available from the ILEC that is functionally comparable to Basic 911 service (which involves routing all 911 calls to a live operator).
 - f) All Canadian carriers shall ensure that a 911 call originating from a local VoIP service is not routed to a PSAP that does not serve the geographic location from which the call is placed.
2. Customer shall, wherever E911 service is available, provide the applicable PSAP organization(s) with complete name, address and telephone number information for each of its Subscribers being provided with 911 Service hereunder, in accordance with and in the format provided in the Street Address Guide (the "Subscriber Information") and will provide any changes to such Subscriber Information as soon as reasonably practicable after receipt of such information. Customer shall maintain toll-free telephone access to and continuous staffing (i.e. 24 hours per day, seven days per week) of at least one of its operations centres, in order to promptly assist PSAP personnel seeking Subscriber information in emergency situations.
3. Customer shall not route 911 calls originated by a Subscriber utilizing a telephone number assigned by Customer or its suppliers unless the municipal address where such Subscriber operates the VoIP service is within the boundaries of the local telephone exchange associated with the telephone number assigned

to that Subscriber and Customer has registered such Subscriber's municipal address with Customer or its carrier supplier. Customer shall route each 911 call originated by a Subscriber to the specific carrier PRI trunk group that serves the local telephone exchange with which the DID number for such Subscriber is associated. A separate trunk group is required for each area code and each PSAP per exchange where the Subscriber purchases DIDs and subscribes to the 911 services. Broadvox's Canadian supplier does not support nomadic 911 service.

4. Customer acknowledges that should Customer or its Subscribers choose to operate their VoIP service outside the boundaries of the local telephone exchange associated with the telephone number assigned to such Subscriber, and/or outside of the municipal address registered with the PSAP for such Subscriber, either temporarily or permanently, 911 service and/or E911 may not be available to the Subscriber for that period during which the 911 service and/or E911 is operated in any location other than the Subscriber's registered municipal address.

Decision CRTC 2007-44:

5. VoIP 911 Calls cannot terminate on Admin Numbers: CRTC Telecom Decision 2007-44 rules that VoIP providers must use "zero-dialed emergency call routing service" (0-ECRS) to route 911 calls to public safety answering points. Within 30 days, any providers that currently route 911 calls to administrative lines or other low-priority numbers must implement 0-ECRS, and carriers who provide services to VoIP providers must amend their contracts to require compliance with the ruling.