

Acceptable Use Policy

Effective Date: March 06, 2020

Reinvent Telecom has created this Acceptable Use Policy (“AUP”) to ensure the responsible, fair and reasonable use of Reinvent Telecom’s networks, services, systems, websites and products (collectively, the “Reinvent Telecom Products and Services”) by our customers and other users of Reinvent Telecom Products and Services (collectively, the “User(s)”), and to enable Reinvent Telecom to provide Users with reliable, secure and efficient services. By contracting for or using Reinvent Telecom Products and Services, in addition to any other agreements Users may have entered into with Reinvent Telecom, Users agree to be bound by the terms of this AUP.

Any violations or attempted violations of this AUP by any User (or any third party on behalf of any User) will constitute a violation of this AUP by the User and a material breach of any applicable customer agreement, including, without limitation, any applicable terms of service and/or supplements to any applicable agreements(s). Reinvent Telecom’s failure to enforce this policy in every instance in which it might have application does not amount to a waiver of Reinvent Telecom’s rights.

Reinvent Telecom reserves the right to modify this AUP at any time and in its sole discretion pursuant to the relevant Reinvent Telecom terms of service (“Service Terms”). Any use of Reinvent Telecom Products and Services after such modification constitutes acceptance of the AUP as revised.

Termination/Suspension

Any User that Reinvent Telecom 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. Reinvent Telecom has the right, but not the obligation, to take further action as Reinvent Telecom determines to be appropriate under the circumstances to eliminate or preclude repeated violations. Reinvent Telecom 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 Reinvent Telecom’s exercise of its rights under this AUP.

Service Monitoring

Reinvent Telecom reserves the right to periodically review usage levels of any service plans, including, but not limited to, minutes, data, and messages, to ensure that User is not using such service in violation of this AUP and if such an abuse or violation is discovered, to terminate or adjust the plan as appropriate. Prior to taking such action, Reinvent Telecom will attempt to contact the User to discuss the cause for the excessive or abusive use.

Reasonable Business Use

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

Illegal, Improper, and Inappropriate and Use

Reinvent Telecom Products and Services may be used only for lawful, proper and appropriate purposes. Users must use any Reinvent Telecom Products and Services only in a manner that, in Reinvent Telecom's sole discretion, is consistent with the purposes of such Products and Services. Users will not engage in any legal or illegal activity that either:

- (i) harms Reinvent Telecom, the network operated by Reinvent Telecom, the Services and/or any User, or
- (ii) interferes with the network operated by Reinvent Telecom and/or the provision or use of the Services by Reinvent Telecom or any User

Reinvent Telecom Products and Services may only be used for activity that is consistent with reasonable business use patterns. Improper use of Services may include but are not limited to:

- (i) autodialing, predictive-dialing, or robo-calling
- (ii) continuous, repetitive or extensive call forwarding
- (iii) false information for you or any users of the Service
- (iv) continuous or extensive chat line of conference call participation
- (v) long duration calls, defined as calls to the same number in excess of four hours (continuous or cumulative) within a twenty-four-hour period
- (vi) short duration calls, defined as calls under ten seconds in length, in excess of 10% of your total calls in any given month
- (vii) calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party
- (viii) fax, SMS or MMS broadcasting and blasting, defined as sending the same message by fax, SMS, or MMS to six or more recipients at the same time, one after another
- (ix) telemarketing

Reinvent Telecom Products and Services may not be used for illegal purposes. Illegal purposes include but are not limited to using any Service to violate any federal, state, or local law, rule, or regulation; or engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior.

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

Harmful Content

Users shall not use Reinvent Telecom Products and Services to distribute, record, transmit, post, receive, use or store material that may be harmful to, or interfere with, Reinvent Telecom 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.

Copyrighted Material and Intellectual Property

Material accessible through Reinvent Telecom 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 Reinvent Telecom Products and Services in any manner that would breach, dilute, misappropriate or otherwise violate any such rights.

Unsolicited Messages (Email, SMS or MMS)

Users shall not use Reinvent Telecom Products and Services to transmit unsolicited email or text (SMS or MMS) messages including, without limitation, unsolicited bulk email or text (SMS or MMS) messages, where such emails or texts (SMS or MMS) could reasonably be expected to provoke complaints ("spam"). Users are prohibited from continuing to send email or text (SMS or MMS) messages to a recipient that has indicated that the recipient does not wish to receive them. Users are prohibited from using the services of another provider to distribute spam or to promote a site hosted on or connected to Reinvent Telecom Products and Services. Users are prohibited from using the Services for fax, SMS or MMS broadcasting and blasting, defined as sending the same message by fax, SMS, or MMS to six or more recipients at the same time, one after another.

Accessing Third Party Networks and Third Party Indemnification

Users are 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 Reinvent Telecom Products and Services, such User must comply with the provider or network's rules and policies. User agrees to indemnify, defend and hold Reinvent Telecom 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. IN NO EVENT WILL REINVENT TELECOM BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS AUP, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF REINVENT

TELECOM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF REINVENT TELECOM IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN REINVENT TELECOM 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.

Use Outside of Primary Market

Because Services are nomadic, they are potentially accessible from virtually anywhere in the world, including outside of the Reinvent Telecom primary market, which includes the United States and Canada. While the Service Terms do not prohibit use outside of the Reinvent Telecom primary market, Reinvent Telecom makes no representations, warranties, or guarantees regarding the compliance of use with prohibitions or restrictions imposed by law, carriers, ISPs, etc. outside of the primary market, and User shall be solely responsible for ensuring compliance therewith, regardless of any consent by Reinvent Telecom to such use.