

# CoBranded Partner Acceptable Use Policy

Reinvent has created this Acceptable Use Policy ("AUP") to ensure the responsible, fair, and reasonable use of Reinvent's networks, services, systems, websites and products (collectively, the "Reinvent Products and Services") by our customers and other users of Reinvent Products and Services (collectively, the "User(s)"), and to enable Reinvent to provide Users with reliable, secure, and efficient services. By contracting for or using Reinvent Products and Services, in addition to any other agreements Users may have entered into with Reinvent, 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's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of Reinvent's rights.

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

## Termination/Suspension

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

## Service Monitoring

Reinvent 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 will attempt to contact the User to discuss the cause for the excessive or abusive use.

## Reasonable Business Use

Reinvent desires that Users understand the intended and permissible uses of Reinvent Products and Services, and further desires to prevent fraud, exploitation and abuse of certain Reinvent calling plans and features. Reinvent'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'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 Users may cause extreme network capacity and congestion issues and interfere with Reinvent's network and the third-party networks with which Reinvent connects for call and message initiation and completion services. Any use of the Reinvent Products and Services or any other action that causes a disruption in the network integrity of Reinvent 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 Products and Services may be used only for lawful, proper, and appropriate purposes. Users must use any Reinvent Products and Services only in a manner that, in Reinvent'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, the network operated by Reinvent, the Services and/or any User, or
- (ii) interferes with the network operated by Reinvent and/or the provision or use of the Services by Reinvent or any User.

Reinvent Products and Services may only be used for activity that is consistent with reasonable business use patterns. Improper use of Services may include but is 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 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 Products and Services may not be used for inappropriate purposes. Users shall not use Reinvent Products and Services to distribute, record, transmit, post, receive, use, or store material that is inappropriate, as reasonably determined by Reinvent, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

## Communication Confidence

Reinvent has implemented, within our traffic treatment process, additional validation steps to mitigate the receipt and delivery of fraudulent or improper traffic. These validation measures are in compliance with FCC requirements and applied using industry standard metrics and best practices. Users of the Reinvent Network, Products and Services will be subject to these validation measures and subsequent mitigation practices. Though traffic transmitted over the Reinvent Network using Reinvent Products and Services will automatically be subject to these treatment processes, it is the responsibility of all Reinvent CoBranded Partners and end users to properly and fully comply with FCC requirements and industry best practices. This document serves as an extension of this Acceptable Use Policy and therefore also as an extension of the General Terms.

## Robocall Mitigation Compliance

Reinvent has created this Robocall Mitigation Compliance policy for Partners and Users of our Network, Products and Services to outline expectations for adhering to FCC requirements and applying industry best practices to improve communication confidence. These expectations are an extension of the Reinvent Acceptable Use Policy and are subject to the monitoring and enforcement guidelines outlined within the AUP.

Reinvent reserves the right to modify these expectations at any time and in its sole discretion pursuant to the General Terms. Any use of Reinvent Products and Services after such modification constitutes acceptance as revised.

## Know Your Customer

All CoBranded Partners of Reinvent must institute the best practices outlined in the FCC site/documents linked below to help identify potential nefarious users before they are turned up on the Reinvent Network and/or are utilizing its Products and Services.

<https://www.fcc.gov/document/fcc-issues-caller-id-authentication-best-practices>

## Traceback Request Support

All CoBranded Partners of Reinvent must quickly comply with any traceback request from US Telecom's Industry Traceback Group or the FCC. Failure to do so within the required timeframe or to the full extent outlined in the request could result in Reinvent taking necessary steps to stop the traffic in question, which may include suspension of the suspected traffic.

## Number Validation

All CoBranded of Reinvent must make sure that all voice calling traffic contains good/valid telephone numbers in the ANI/FROM fields. Outlined below are the definitions of the various types of ANI/FROM fields. It is the responsibility of all CoBranded Partners of Reinvent to ensure that:

- (i) all calls meet the following "VALID" criteria, and
- (ii) all calls never have ANI/FROM phone numbers that fall into the UNALLOCATED, INVALID, N11, Alpha or Empty ANI categories.

If any calls placed using the Reinvent Network, its Products or its Services, do not meet these criteria, they have the potential risk of being BLOCKED.

Types of ANI/FROM Fields:

- VALID: A valid NPA-NXX-XXXX in the NANP
- UNALLOCATED: A valid NPA NXX XXXX in the NANP, but NOT assigned either to a carrier or in the LERG
- INVALID NUMBER: A complete telephone number (TN) that is NOT VALID, but of the correct format [2-9][0-9][0-9] [2-9][0-9][0-9] [0-9][0-9][0-9][0-9] (i.e. 10 digits in length, 1st and 4th are [2-9] all others are [0-9])
- INVALID DIGITS: The calling party number is numeric, but doesn't fit into a category defined above (all 1's, partial entry <10 digits, etc.)
- 8YY: The calling party number is an 8YY number
- 911: The calling party number is 911
- 411: The calling party number is 411
- N11: The calling party number is any of N11 number besides 911 or 411
- 555: The NXX is 555
- ALPHA: The calling party number has 'alpha' characters that are random or the word ANONYMOUS in it
- EMPTY: There is no calling party number present

## Short Duration Calls

All CoBranded Partners of Reinvent should review User use cases for short duration calling (<15 seconds) and discourage the use of this practice. Short duration calls raise flags on most service provider networks and could lead to calls being BLOCKED per FCC guidelines.

## Unlawful Calling

All CoBranded Partners of Reinvent must take measures to detect, mitigate and educate Users to cease sending calls that are considered unlawful per the FCC rules linked below.

<https://www.fcc.gov/document/fcc-adopts-rules-help-block-illegal-robocalls-0>



## Additional Documentation

FCC Ruling Affirmation:

<https://www.fcc.gov/document/fcc-affirms-robocall-blocking-default-protect-consumers-0>

## Harmful Content

Users shall not use Reinvent Products and Services to distribute, record, transmit, post, receive, use, or store material that may be harmful to, or interfere with, Reinvent 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 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 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 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 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 Products and Services, such User must comply with the provider or network's rules and policies. User agrees to indemnify, defend and hold Reinvent 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 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 WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF REINVENT IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN REINVENT 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 primary market, which includes the United States and Canada. While the General Terms do not prohibit use outside of the Reinvent primary market, Reinvent 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 to such use.

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