

Acceptable Use Policy (AUP)

Version 1.0 – October 2024

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

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

Termination/Suspension

Any User that Concert Telecommunications 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 under this AUP and the Service Terms. Concert Telecommunications has the right, but not the obligation, to take further action as Concert Telecommunications determines to be appropriate under the circumstances to eliminate or preclude repeated violations. Concert Telecommunications shall not be liable for any damages suffered by any User or any third party, resulting in whole or in part from Concert Telecommunications’ exercise of its rights under this AUP.

Service Monitoring

Concert Telecommunications 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. Before taking such action, Concert Telecommunications will attempt to contact the User to discuss the cause of the excessive or abusive use.

Reasonable Business Use

Concert Telecommunications desires that Users understand the intended and permissible uses of Concert Telecommunications Products and Services and further desires to prevent fraud, exploitation, and abuse of certain Concert Telecommunications calling plans and features. Concert Telecommunications' 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 Concert Telecommunications' business customers on the same business calling plan. Specific calling and messaging plans, including unlimited calling and messaging plans, are designed for routine 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 dialogs, such as transcription services, intercom or monitoring services. Unauthorized or excessive use beyond that commonly experienced by other Concert Telecommunications Users may cause extreme network capacity and congestion issues and interfere with Concert Telecommunications' network and the third-party networks with which Concert Telecommunications connects for call and message initiation and completion services.

Any use of Concert Telecommunications Products and Services or any other action that disrupts the network integrity of Concert Telecommunications 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

Concert Telecommunications Products and Services may be used only for lawful, proper and appropriate purposes. Users must use any Concert Telecommunications Products and Services only in a manner that, in Concert Telecommunications' 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 Concert Telecommunications, the network operated by Concert Telecommunications, the Services and/or any User, or
- (ii) interferes with the network operated by Concert Telecommunications and/or the provision or use of the Services by Concert Telecommunications or any User

Concert Telecommunications Products and Services may only be used for an activity consistent with reasonable business use patterns. Improper use of Services may include but are not limited to:

- (i) auto-dialing, predictive-dialing, or robocalling
- (ii) continuous, repetitive, or extensive call forwarding
- (iii) false information for you or any users of the Service
- (iv) continuous or extensive chat line or conference call participation
- (v) long-duration calls, defined as calls to the same number over four hours (continuous or cumulative) within a twenty-four-hour period
- (vi) short duration calls, defined as calls under ten seconds in length, above 10% of your total calls in any given month

- (vii) calls placed to specific numbers/destinations to generate 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

Concert Telecommunications 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.

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

Communication Confidence

Concert Telecommunications has implemented additional validation steps within our traffic treatment process to mitigate the receipt and delivery of fraudulent or improper traffic. These validation measures comply with FCC requirements and are applied using industry-standard metrics and best practices.

Users of the Concert Telecommunications Network, Products, and Services will be subject to these validation measures and subsequent mitigation practices. Traffic transmitted over the Concert Telecommunications Network using Concert Telecommunications Products and Services will automatically be subject to these treatment processes.

Harmful Content

Users shall not use Concert Telecommunications Products and Services to distribute, record, transmit, post, receive, use, or store material that may harm or interfere with Concert Telecommunications Products and Services or any third party's systems, networks, websites, or services. Such prohibited content includes, but is not limited to, worms, viruses, or Trojan horses.

Copyrighted Material and Intellectual Property

Material accessible through Concert Telecommunications 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 Concert Telecommunications 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 Concert Telecommunications 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 who 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 Concert Telecommunications 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 simultaneously, one after another.

Accessing Third-Party Networks and Third-Party Indemnification

Users are prohibited from facilitating the violation of this AUP and 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 Concert Telecommunications Products and Services, such User must comply with the provider or network’s rules and policies. User agrees to indemnify, defend, and hold Concert Telecommunications II, Inc., its partners, suppliers, vendors, distributors, employees, contractors, and other authorized representatives harmless from all claims, damages, losses, and expenses (including attorneys’ fees and costs) resulting from or allegedly resulting from such User’s access or use of other providers or networks. IN NO EVENT WILL CONCERT TELECOMMUNICATIONS BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN UNDER THIS AUP, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF CONCERT TELECOMMUNICATIONS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF CONCERT TELECOMMUNICATIONS IS IN ADDITION TO ANY LIMITATIONS OUTLINED IN ANY WRITTEN AGREEMENT BETWEEN CONCERT TELECOMMUNICATIONS AND ANY APPLICABLE USER. IT 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 virtually anywhere in the world, including outside the Concert Telecommunications primary United States market. While the Service Terms do not prohibit use outside of Concert Telecommunications’ primary market, Concert Telecommunications 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 in addition to that, regardless of any consent by Concert Telecommunications to such use.