



## INNONENT VoIP Service Acceptable Use Policy (“AUP”)

### End User

1. Unlimited Voice Services. INNONENT reserves the right to periodically review usage levels of unlimited minute service plans to ensure that you are 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. You agree to use the unlimited minute service plans for traditional voice or fax call of a duration comparable to that of the average residential or small business customer presently utilizing INNONENT’s service and will not employ methods, devices or procedures to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by INNONENT. Excessive use is defined by INNONENT as use that substantially exceeds the average call volume or duration used by all other INNONENT unlimited plan customers. The following types of services are specifically prohibited and may not be accessed through INNONENT’s unlimited voice service plan: monitoring services, data transmissions, transmission of broadcasts or transmission of recorded material. INNONENT may terminate your service or change your service plan if, in its sole discretion, INNONENT determines that your use of the unlimited plan violates this prohibition or is otherwise “unreasonable” or results in abuse of the unlimited minute service plan.

2. We consider your use of our Unlimited plan to be “unreasonable” and therefore subject to immediate termination if you:

o re-sell, re-brand, re-supply, re-market or commercially exploit our Unlimited Service, without our written consent, in order to aggregate traffic from more than one customer over an “unlimited” line or trunk;

- set up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Service; or
- engage in any other conduct which is fraudulent or results in significant network congestion, or degradation.
- We consider your use of our Unlimited plan to be “abusive” and subject to immediate termination or adjustment if you utilize:
  - o Autodialing
  - o Continuous, repetitive or extensive call forwarding
  - o Continuous call session connectivity
  - o Fax broadcasting
  - o Fax blasting
  - o Telemarketing; or

- Any other activity that would be inconsistent with reasonable personal, residential and business use patterns, causes network congestion, or jeopardizes the integrity of INNONET's network.
- Lawful purposes only. You may use our Service for lawful, proper and appropriate purposes. You may not use our Service in any way that is illegal, improper or inappropriate. A non-exhaustive list of examples of illegal, improper or inappropriate uses of our Service and/or Devices includes:
  - Interfering with our ability to provide Service to you or other customers, or avoiding your obligation to pay for the Service within the time frame designated for payment.
  - Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another's privacy or engage in any similar behavior.
  - Use our Service for: auto-dialing; continuous, repetitive or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or blasting.
  - Use our Service to: impersonate another person; send bulk unsolicited messages; use robots, data mining techniques, or other automated Devices or programs to catalog, download, store, or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service.
  - Violate any law, rule, or regulation; violate any third party's intellectual property or personal rights; or exceed your permitted access to our Service.
  - Use the Service for transmitting or receiving any communication or material of any kind which would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.
- Right of Termination. In addition to INNONET's right to terminate service for nonpayment, INNONET reserves the right to terminate the Service immediately and without advance notice if INNONET, in its sole discretion, believes that you have violated any of the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable.
- No Transfer of Service. You may not resell or transfer your Service or provide a telephone service to anyone else by using your INNONET service or features of your INNONET service without first obtaining our prior written consent.
- Theft of Service. You may not use or obtain our Service in any manner that avoids INNONET policies and procedures, including an illegal or improper manner. You will notify us immediately in writing if your phones are stolen or if you believe that your Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you notify us of one of these events, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of Service. Until you notify us in writing, you will remain liable for all use of our Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service up through the date notice is received by INNONET.