

MDS AMIBA ACCEPTABLE USE POLICY

1. Definitions:

1.1 **“Service”** – shall mean MDS Amiba’s broadband phone service provided by MDS Amiba under the pricing plan that you have selected.

1.2 **“Device”** – shall mean an MDS Amiba-provided telephone, telephone adapter, or router.

2. Unlimited Voice Services. MDS Amiba 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 MDS Amiba’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 MDS Amiba. Excessive use is defined by MDS Amiba as use that substantially exceeds the average call volume or duration used by all other MDS Amiba unlimited plan customers, and attempting to originate or terminate multiple concurrent phone calls through any single line of service. The following types of services are specifically prohibited and may not be accessed through MDS Amiba’s unlimited voice service plan: conference calling, monitoring services, data transmissions, transmission of broadcasts or transmission of recorded material. MDS Amiba may terminate your service or change your service plan if, in its sole discretion, MDS Amiba 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.

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

2.1.a. 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;

2.1.b. set up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Service; or

2.1.c. engage in any other conduct which is fraudulent, illegal, harassing or results in significant network congestion, or degradation.

2.2. We consider your use of our Service to be “abusive” and subject to immediate termination or adjustment if you utilize:

2.2.a. Autodialing, predictive-dialing, or robo-dialing.

2.2.b. Continuous, repetitive or extensive call forwarding

2.2.c. Harassing, threatening or abusive calls.

2.2.d. Unsolicited calls if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints.

2.2.e. False information for you or any users of the Service.

2.2.f. Continuous or extensive chat line or conference call participation.

2.2.g. Free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges.

2.2.h. Repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints.

2.2.i. Long duration calls (defined as calls to the same number in excess of four hours (continuous or cumulative) within a 24 hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party.

2.2.j. calls that do not consist of uninterrupted live human voice dialog by and between natural human beings.

2.2.k. Continuous call session connectivity

2.2.l. Fax broadcasting

2.2.m. Fax blasting

2.2.n. Telemarketing; or

2.2.o. Any other activity that would be inconsistent with reasonable personal, residential and business use patterns, causes network congestion or jeopardizes the integrity of MDS Amiba’s network.

2.3 SHORT DURATION CALLS: MDS Amiba reserves the right to charge all short duration calls (calls under 10 seconds in length) a ten-cent (10¢) per call assessment if

MDS Amiba determines, in its sole discretion, that you have an excessive volume (more than 10% of your total calls in any given month) of calls that consist of such short duration calls. You agree that calls, as defined herein for billing purposes, shall include all call traffic when accepted by MDS Amiba or its underlying carriers for termination whether such calls are terminated or not for any reason (“incomplete calls”). MDS Amiba will bill you for all calls completed to MDS Amiba’s facility or equipment or that of MDS Amiba’s underlying carriers regardless if the call is completed to the called party. Accordingly, you understand your obligations in regards to incomplete calls and agrees that MDS Amiba shall incur no liability as a result of or, in relation to, said incomplete call.

3. Lawful purposes only. You may not use our Service or your Device 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:

3.1. 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.

3.2. Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another’s privacy or engage in any similar behavior.

3.3. Use our Service or your Device for: auto-dialing; continuous, repetitive or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or blasting.

3.4. Use our Service or your Device 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

3.5. Violate any law, rule, or regulation; violate any third party’s intellectual property or personal rights; or exceed your permitted access to our Service.

3.6. 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.

4. Right of Termination.

In addition to MDS Amiba’s right to terminate service for non-payment, MDS Amiba reserves the right to terminate the Service immediately and without advance notice if MDS Amiba, at 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, plus a disconnect fee and any penalties, all of which immediately become due and payable.

5. Monitoring.

We may monitor the use of our Service for violations of this agreement. We may, without liability, remove or block all communications if we suspect a violation of this agreement, or if we think it necessary in order to protect our Service, or MDS Amiba, its parent, affiliates, directors, officers, agents, and employees from harm.

5.1. Providing information to authorities and third parties.

If we believe that you have used our Service or your Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP address(es), email address(es), registered 911 address, and all other account information, as follows: in response to law enforcement or other governmental agency requests; as required by law, regulation, rule, subpoena, search warrant, or court order; as necessary to identify, contact, or bring legal action against someone who may be misusing the Service, the Device, or both; to protect MDS Amiba’s rights and property; or in emergency situations where disclosure of such information is necessary

to protect MDS Amiba customers or third parties from imminent harm.

5.2. Use of Service and device by Customers outside the United States.

While MDS Amiba encourages use of the Service within the United States to other countries, MDS Amiba does not presently offer or support the Service to customers

located in any countries other than the United States. MDS Amiba's Services are only for use by persons or entities whose primary residence or business address is in the United States. MDS Amiba's Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VoIP services, MDS Amiba does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove the device to a country other than the United States or use the Service from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. MDS Amiba reserves the right to disconnect Services immediately if MDS Amiba determines, in its sole and absolute discretion, that you have used the Service or the device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely liable for any and all use of the Service and/or device by any person making use of the Service or device provided to you.

5.3. No Transfer of Service. You may not resell or transfer your Service or your Device or provide a telephone service to anyone else by using your MDS Amiba service or features of your MDS Amiba service without first obtaining our prior written consent.

5.4. No Alterations or Tampering. If you copy or alter or have someone else copy or alter the firmware or software of the Device in any way that facilitates a compromise of your service, you are responsible for any charges that result. You may not attempt to hack or otherwise disrupt our Service or make any use of our Service that is inconsistent with its intended purpose.

5.5. Theft of Service. You may not use or obtain our Service in any manner that avoids MDS Amiba policies and procedures, including an illegal or improper manner. You will notify us immediately in writing if your Device is 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. If you fail to notify us in writing in a timely manner, we may disconnect your service and levy additional charges on you. 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 MDS Amiba.