



# Acceptable Use Policy

Companies, businesses, partnerships, individuals, associations, or groups (“Customer(s)” or “you” or “your” herein) who have signed and submitted a Fidelity SkyTalk/SkyTalk Plus Service Activation Order are committed to observing and complying with the Fidelity SkyTalk/SkyTalk Plus Terms of Service Agreement and this Acceptable Use Policy for Voice Services (“AUP”) referenced therein. The Acceptable Use Policy for Voice Services pertains to the appropriate and legal use of all Fidelity SkyTalk/SkyTalk Plus LLC (also “SkyTalk Plus” or “Provider” or “we” or “us” or “our” herein) VOIP Services (“Service(s)”) and the telephones, fax machines, equipment, or devices (“Device(s)”) accessing and using Fidelity SkyTalk/SkyTalk Plus LLC VOIP Services for communications purposes.

## **1. Lawful purposes only.**

You may use our Service and your Device only for lawful, proper and appropriate purposes. 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:

- 1.1.** 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.
- 1.2.** Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another’s privacy or engage in any similar behavior.
- 1.3.** 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.
- 1.4.** Violate any law, rule, or regulation; violate any third party’s intellectual property or personal rights; or exceed your permitted access to our Service.
- 1.5.** 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.

## **2. Monitoring.**

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

## **3. Providing information to authorities and third parties.**

If we believe that Customer has 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 Fidelity SkyTalk/SkyTalk Plus's rights and property; or in emergency situations where disclosure of such information is necessary to protect SkyTalk Plus customers or third parties from imminent harm.

## **4. No Alterations or Tampering.**

If Customer copies or alters or has someone else copy or alter the firmware or software of the Device in any way that facilitates a compromise of Customer Service, or Fidelity SkyTalk/SkyTalk Plus Services generally, Customer will be 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. No Resale or Transfer of Service.**

Customer may not resell or transfer your Service or your Device or provide a telephone service to anyone else not directly associated with you by using your Fidelity SkyTalk/SkyTalk Plus Service or features of your Fidelity SkyTalk/SkyTalk Plus Service without first obtaining our prior written consent.

## **6. Theft of Service.**

Customer may not use or obtain our Service in any manner that avoids Fidelity SkyTalk/SkyTalk Plus policies and procedures, including an illegal or improper manner. Customer will notify us immediately in writing if a Device is stolen or if Customer believes that your Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When Customer notifies 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 Customer fails to notify us in writing in a timely manner, we may disconnect Customer Service and levy additional charges on you. Until Customer notifies us in writing, Customer will remain liable for all use of our Service using a stolen Device and any and all stolen, fraudulent or unauthorized use of the Service up through the date notice is received by Fidelity SkyTalk/SkyTalk Plus.

## **7. Unlimited Voice Services Acceptable Use.**

Customer agrees to use the “unlimited” minute Service plans available from Fidelity SkyTalk/SkyTalk Plus for traditional voice or fax calls of a duration comparable to that of the average residential or small business customer presently utilizing Fidelity SkyTalk/SkyTalk Plus’s “unlimited” Services. Customer will not employ Devices, methods, or procedures to take advantage of “unlimited” plans by using the voice or fax Services excessively or for means not intended by Fidelity SkyTalk/SkyTalk Plus. Excessive use is defined by Fidelity SkyTalk/SkyTalk Plus as use that substantially exceeds the average call volume or duration used by all other Fidelity SkyTalk/SkyTalk Plus “unlimited” plan customers.

**7.1.** “Unlimited” Service plans are expressly and specifically prohibited from use as a means to access the following types of operations or resources: conference calling services, monitoring services, data transmissions, transmission of broadcasts or transmission of recorded material. These uses are considered excessive by Fidelity SkyTalk/SkyTalk Plus.

**7.2.** “Unlimited” Service plans cannot be: resold, rebranded, resupplied, remarketed or otherwise commercially exploited for the purpose of aggregating traffic and/or to create routing functionality of only inbound or outbound traffic for one or more Customers. These uses are considered to be both unreasonable and excessive by Fidelity SkyTalk/SkyTalk Plus.

**7.3.** “Unlimited” Service plans cannot be employed and accessed as part of the following activities: (a) Autodialing or Predictive Dialing, (b) Fax or Voice Mail Broadcasting or Blasting, (c) Telemarketing (including charitable or political solicitation or polling), or (d) Continuous or Repetitive Call Forwarding or Call Session Connectivity. These uses are considered to be both abusive and excessive by Fidelity SkyTalk/SkyTalk Plus.

**7.4.** “Unlimited” Service plans cannot be used or accessed for: (a) any other activity that would be inconsistent with reasonable personal, residential and business use patterns, (b) engagement in any other conduct which is fraudulent, (c) any activity that causes network congestion or network degradation or jeopardizes the integrity of Fidelity SkyTalk/SkyTalk Plus’s network in any manner.

**7.5.** Fidelity SkyTalk/SkyTalk Plus reserves the right to monitor and review Customer usage levels of “unlimited” minute Service plans to insure that Customer is not using such Service in violation or abuse of this AUP. If such an abuse or violation is discovered, Fidelity SkyTalk/SkyTalk Plus may immediately, and at its sole discretion: (a) terminate the Service, or (b) choose to adjust the Service plan as appropriate and agreed to by Customer. A choice by Fidelity SkyTalk/SkyTalk Plus to terminate the Service will not relieve the Customer from any obligations for payment or other compensation and consideration that may be due under the Right of Termination (Section 9 below) or the Fidelity SkyTalk/SkyTalk Plus Terms of Service Agreement of which this Acceptable Use Policy is an integral part.

## **8. Use of Service and Device by Customers Outside the United States.**

Although we encourage Customer to use our Service to call foreign countries from the United States and to use our Service as you travel, the Services are designed to work in the United States. Our Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within a Fidelity SkyTalk/SkyTalk Plus service area or your ISP or broadband provider places restrictions on using VoIP services, we do not represent that they will allow you to use our Service. You will be solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service because of your use of our Service. All use of Fidelity SkyTalk/SkyTalk Plus Service to or from areas outside the United States is at your own risk

## **9. Right of Termination.**

In addition to Fidelity SkyTalk/SkyTalk Plus’s right to terminate service for non-payment or other cause, Fidelity SkyTalk/SkyTalk Plus reserves the right to terminate the Service immediately and without advance notice if Fidelity SkyTalk/SkyTalk Plus, in its sole discretion, believes that Customer has violated any of the above restrictions or terms of this AUP, leaving Customer liable and responsible for the full month’s charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable.

## **10. General Provisions**

**10.1.** This AUP shall be deemed to have been executed and delivered in the State of Oklahoma and it shall be governed by and construed in accordance with the laws of the State of Oklahoma, excluding conflict of laws principles.

**10.2.** In the event that any term or provision of this AUP shall be deemed or rendered void or unenforceable, the remainder of this AUP shall remain in full force and effect and such term or provision shall be deemed stricken.