

Sangoma Acceptable Use Policy

v. June 2019

General

Sangoma US Inc. and its wholly owned subsidiaries (collectively, “Sangoma”) promotes a high level of responsible behavior in connection with the use of Sangoma’s network. Sangoma aims at maintaining a valuable service that meets the needs of its customers. To this end, Sangoma created this Acceptable Use Policy (“AUP”) in order to:

- define acceptable practices for the use of any Sangoma service;
- protect the interests, reputation and resources of Sangoma and its customers against any abuses;
- protect, as far as Sangoma is reasonably able to do, the public Internet community as a whole from any improper and/or illegal use.

By using any of Sangoma services, the customer acknowledges that they have read, understood and agree with the terms, conditions and notices of this policy. This AUP is used in conjunction with the applicable Terms of Service (“ToS”) or End User Agreement, the terms of which are incorporated herein by reference.

Any complaints or enquiries regarding any breach of this AUP shall be sent by e-mail to noc@digiumcloud.com. In case customers are aware of any activity in violation of this AUP, customers must promptly report to Sangoma by email to noc@digiumcloud.com. Sangoma will reasonably investigate incidents involving such violations. If necessary, customers shall provide reasonable assistance to Sangoma for this investigation and duly cooperate with any law enforcement or regulatory authority to investigate claims of criminal, illegal or inappropriate behavior.

This AUP shall be governed by the laws of the USA and, to the extent that no federal law applies, the laws of the State of Delaware, USA. Forum jurisdiction and venue for any legal claims or actions arising under this AUP shall be determined in accordance with such law. The United Nations Convention on International Sale of Goods, the application of which is expressly excluded, does not govern this AUP.

Right of Modification

Sangoma may change or modify this Acceptable Use Policy at any time and for any reason by posting a new version of this Acceptable Use Policy at <https://www.sangoma.com/legal/>. You are responsible for monitoring this site and ensuring you are aware of the current terms. Your continued use of the Services constitutes your agreement to those modified terms of this AUP and you acknowledge that Sangoma would not agree to provide the Services without that assent.

In the event Sangoma modifies the AUP and you disagree with the modification, you may terminate the Services without cause under the terms of your ToS or End User Agreement with Sangoma.

Disclaimer

Sangoma cannot monitor, control, or censor the Internet or any content sent or received by the customer, its customers or a subscriber, and will not attempt to do so. In no event shall Sangoma be liable to its customers (or any of their end users or account holders) nor any third party for any injury, loss resulting from inaccurate, unsuitable, offensive, illegal or unlawful use of services as set out in this AUP or any direct, indirect, special or consequential damages for actions pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise.

SANGOMA IS NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS OR SERVICES, OR FOR PROBLEMS IN THE SERVICES CAUSED BY YOUR INTERNET CONNECTION OR THIRD PARTY PRODUCTS OR SERVICES NOR WILL SANGOMA CONTACT ANY OF THESE PROVIDERS ON YOUR BEHALF.

The responsibility for avoiding the harmful activities as set forth in this AUP rests primarily with the customer. Sangoma will not, as an ordinary practice, monitor the communications of customers to ensure that they comply with Sangoma policy or applicable law. However, Sangoma reserves the right to, where feasible, implement technical mechanisms to prevent any violations of this AUP.

In case Sangoma becomes aware of harmful communications, or when it is notified or becomes aware of actual or potential violations of this AUP, Sangoma may take any action to stop the harmful activity. Sangoma has the sole discretion to determine which action is appropriate under the circumstances. Sangoma may take action immediately without regard to any cure periods that may be set forth in the applicable ToS or End User Agreement.

Sangoma shall have the sole right to interpret the meaning of any provision of this AUP or whether a customer or any of its customer's or subscriber's activity violates this AUP.

Sangoma is not liable for the security of communications transmitted over Sangoma facilities. Customers are responsible for protecting the confidentiality of their password, user names and user's account. Customers may not share them with any other person, even if related in any way. Customers may not transfer their account to anyone without prior written consent of Sangoma.

In case a customer loses its username, customer should send an email explaining the situation to support@digiumcloud.com. In case a customer has good grounds to believe that the security of its password might have been compromised they should promptly send an email to support@digiumcloud.com.

Prohibited Use

In general, customers may not use the Sangoma network, application or services in any manner which:

- violates any applicable law, regulation, treaty or tariff;
- violates the acceptable use policies of any networks, application, machines or services which are accessed through Sangoma network;
- infringes on the intellectual property rights of Sangoma or others;
- violates the privacy of others;
- involves fraud;
- involves deceptive online marketing practices.

Solely as guidance to the customer, prohibited activities include, but are not limited to, the following:

- attempting to interfere with or denying service to any user or host (e.g., denial of service attacks);
- fraudulent usage of voice and data services;
- attempting to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any Sangoma services or those of any other party;
- falsifying header information, user identification or user information;
- introduction of malicious programs into the network (e.g., viruses, worms, Trojan horses, etc.);
- monitoring or scanning the networks of others without permission (e.g. port scan);
- attempted or successful security breaches or disruption of Internet communication, including without limitation accessing data, machines or networks of which the customer is not an intended recipient or user or logging into a server or account that the customer is not expressly authorized to access (e.g. hacking or cracking);
- executing any form of network monitoring (e.g., packet sniffer) which will intercept data not intended for the customer;
- using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
- sending unsolicited commercial spam through the Sangoma network;
- transmitting or receiving copyright infringing material, including but not limited to copyrighted music, video, software, books, programs or other published material (see DMCA section of this AUP for more information on Sangoma's policy regarding copyright infringement);
- transmitting or receiving obscene, indecent, offensive, racist, defamatory, violent, threatening, intimidating or harassing material;
- other activities, whether lawful or unlawful, that Sangoma or any of its third party providers or peering partners determines to be harmful to its customers, subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service.

While most reasonable uses of our Services in connection with the terms of this AUP are permitted by Sangoma, there are certain uses that cause extreme network capacity issues and interference with the network. Any use of the Services or any other action that causes a disruption in the network integrity of Sangoma or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Examples of such prohibited uses include, but are not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, constant dialing, iterative dialing, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with small business usage. You agree that you will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the Services. You agree and represent that you are purchasing the Services and/or the equipment for your own internal use only, and shall not resell, transfer or make a charge for the Services or the equipment without the advance express written permission of Sangoma.

Sangoma reserves the right to review usage of Switchvox Cloud unlimited minute usage plans to ensure that you are not abusing such plans. You agree to use Switchvox Cloud unlimited minute plans for normal voice or fax calls and will not employ methods or devices to take advantage of Switchvox Cloud unlimited plans by using the voice or fax services excessively or for means not intended by Sangoma. Sangoma may terminate service immediately if it determines, in its sole discretion, you are abusing the Switchvox Cloud unlimited minute plan.

For purposes of this policy and your plan, “unlimited usage” means the combined number of inbound and outbound voice minutes and fax pages, but excluding all advertising and informational messages sent to you directly by Sangoma, as determined by us in our sole discretion. We reserve the right to at any time to enforce this policy in accordance with its terms. You agree that your level of usage of Sangoma Switchvox Cloud unlimited service plans will be comparable to that of the average small business customer utilizing such plans. Sangoma deems usage that substantially exceeds the average volume of its other unlimited usage plan customers as abusive. You agree that Sangoma has the right to terminate your Service or charge you additional fees if your usage is considered abusive in the sole discretion of Sangoma.

If it is determined that your usage is abusive, you agree to pay a per minute or per page fee of use in excess of those levels AT THE THEN-CURRENT RATE ESTABLISHED BY Sangoma, and, at Sangoma’s sole option, your service will be immediately terminated. THIS OVERAGE FEE APPLIES TO ALL PLANS INCLUDING THE SWITCHVOX CLOUD UNLIMITED PLANS.

Excessive bandwidth is Internet usage that exceeds that of the average subscriber in the same usage tier. If Sangoma determines, in its sole discretion, that you are using an excessive amount of Internet bandwidth, Sangoma may take action under the section Consequences of Prohibited Use and/or may suspend excessive bandwidth capability.

Sangoma may also suspend or terminate service immediately if it determines fraudulent calls are being made.

PCI Compliance is the Customer's Responsibility

Services and products offered by Sangoma are not PCI certified. If customer uses Sangoma services or products to store, process, or transmit credit card holder data then it is customer's sole responsibility to ensure such use is PCI compliant. Sangoma disclaims all liability arising from use of Sangoma products and services to store, process, or transmit credit card holder data.

DMCA

Background:

Sangoma has adopted the following policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). For further information about the DMCA please visit the Web site of the U.S. Copyright Office at: <http://www.copyright.gov/onlinesp>. This section describes how to provide a Notice of Copyright Infringement to Sangoma and what to do if any material you have provided becomes the subject of such a notice.

Before providing either a Notice of Infringing Material or a Counter-Notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other laws. The following notice requirements are intended to comply with Sangoma's rights and obligations under the DMCA and do not constitute legal advice.

We may publicly document notices of alleged infringement on which we act. Copies of Notices of Infringing Material and Counter-Notifications may be sent to one or more third parties who may then make those documents available to the public. Please be advised that you may be liable for damages if you materially misrepresent that a post, product, or activity is infringing on your copyrights.

Sangoma's Designated Copyright Agent:

Sangoma's designated Copyright Agent to receive written Notices of Infringing Material and Counter-Notifications is:

Michelle Fleming, on behalf of both Digium Cloud Services LLC and Sangoma US Inc.
445 Jan Davis Drive
Huntsville, Alabama 35806
mfleming@sangoma.com
256-428-6000

How to Report Copyright Infringement:

If you believe that material residing on or accessible through the Service infringes a copyright please send a written Notice of Copyright Infringement containing the following information to Sangoma's Designated Copyright Agent. Failure to provide any of the below information in writing means the notification is not effective:

1. Your physical or electronic signature;
2. Identification of the copyrighted work or works claimed to have been infringed;
3. Identification of the material that is claimed to be infringing that copyrighted work, and URLs or similar information sufficient to permit us to locate that material;
4. The following information to permit Sangoma's DMCA Copyright Agent to contact you: your complete mailing address, telephone number, and email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate and under penalty of perjury, that you are the owner, or are authorized to act on behalf of the owner of the copyright that is allegedly infringed.

Upon Notification to the Designated Copyright Agent:

It is our policy:

1. To remove or disable access to the infringing material;
2. To make a good faith effort to notify the content provider or user that we have removed or disabled access to the infringing material;
3. In appropriate circumstances with respect to repeat offenders to both remove the infringing material from the Services or disable access and to also terminate such offender's access to the Services.

How to provide a Counter-Notification:

If your material was removed or access to the material was disabled as a result of a Notice of Copyright Infringement and you believe you have the right to post and use such material from the copyright owner, the copyright's agent, or pursuant to the law, you must send a written Counter-Notice to our Designated Copyright Agent with the below information. Failure to provide any of the below information in writing means the notification is not effective:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
3. The following information to permit Sangoma's DMCA Copyright Agent to contact you: your complete mailing address, telephone number, and email address;
4. A statement that you believe the material was removed or disabled as a result of mistake or misidentification of the material; and
5. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, in any judicial district in which Sangoma is located and that you will accept service of process from the person who provided Sangoma notification of the alleged infringement.

Upon Receipt of the Counter-Notification

If a Counter-Notification is received by the Designated Copyright Agent Sangoma shall send a copy of the Counter-Notification to the original complaining party and inform such party that we shall replace or restore access to the material within no less than ten (10) but no more than fourteen (14) business days unless the copyright owner files an action seeking a court order against the content provider or user seeking to restrain the content provider or user from restoring the material.

Consequences of Prohibited Use

Any violation of any of the above grants Sangoma the authority to take action to restrict or terminate your access to the services. Notwithstanding anything herein to the contrary, a violation of this AUP by a customer or a customer's own user or customer are considered as a violation of this AUP by Sangoma customer. Sangoma may take immediate action, without regard to any cure periods in the AUP, in response to such violation, including, but not limited to, termination of the ToS or End User Agreement.

Moreover, customers who violate this AUP may incur criminal or civil liability. Sangoma may refer violators to civil or criminal authorities for prosecution, and, if needed for the related investigation, will fully cooperate with the relevant government authorities. In case Sangoma is required by court orders, statutes, regulations or governmental requests to disclose information transmitted through its facilities, Sangoma will duly and entirely cooperate. Respecting all laws applicable (especially privacy law), Sangoma may disclose information transmitted over its facilities where necessary to protect Sangoma and its customers from harm, or where such disclosure is necessary to the proper operation of the system.

In case of prohibited activities by the customer or the customer's own user or own customer, Sangoma reserves the right to charge the customer to cover administrative costs related to these activities including, but not limited to, recovery of the costs of identifying offenders and restricting or terminating the access to the services.