

PROFESSIONAL NETWORK SERVICES

ACCEPTABLE USE POLICY (“AUP”)

This Acceptable Use Policy (“AUP”) identifies restrictions on the use by Service Provider and its End-Users of the Services provided by Professional Network Services, Inc. (“PNS” or the “Company”) and the software used by PNS to deliver such services, and is incorporated by reference in the Master VoIP Services Agreement between PNS and Service Provider. Your access to the services, and that of your End-Users, may be suspended or terminated for violation of this AUP. Capitalized terms used in this AUP shall have the meaning given in your VoIP Master Services Agreement.

Inquiries regarding this policy should be directed to abuse@pnsinc.net. This e-mail address is being protected from spambots. You need JavaScript enabled to view it.

Abuse

You and your End-Users may not use PNS - network or services - to engage in, foster, or promote illegal, abusive, harassing, or irresponsible behavior, including but not limited to:

- Any purpose prohibited by applicable federal, state or local law, rule, ordinance, or regulation;
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Using the Services for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting;
- Use of the Services in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, or any similar behavior;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to, of or by any user of the services provided by PNS to you or others, or other network resources including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account, computer or device without the owner’s authorization;

- Collecting or using email addresses, phone numbers, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);

- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
- Any conduct that is likely to result in retaliation against the PNS. network or website, or PNS employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Bulk Email

You and your End-Users may not use a PNS email service to send bulk mail. You may use your dedicated hosted system to send bulk mail, subject to the restrictions in this Acceptable Use Policy.

You and your End-Users must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial email. In addition, your bulk and commercial email must meet the following requirements:

- intended recipients have given their consent to receive email from you or your End-Users via some affirmative means, such as an opt-in procedure;
- procedures for seeking consent by you or your End-Users include reasonable means to ensure that the person giving consent is the owner of the email address for which consent is given;
- You and/or your End-Users retain evidence of each recipient's consent in a form that can be promptly produced on request, and you honor recipient's and PNS requests to produce consent evidence within 72 hours of receipt of the request;
- You and/or your End-Users have procedures in place that allow a recipient to revoke their consent – such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you and/or your End-Users shall honor revocations of consent within 48 hours, and notify recipients that the revocation of their consent will be implemented in 48 hours;
- You and/or your End-Users must post an email address for complaints (such as abuse@yourdomain.com. This e-mail address is being protected from spambots. JavaScript must be enabled to view it) in a conspicuous place on any website associated with the email, you and/or your End-Users must register that address at abuse.net, and you must promptly respond to messages sent to that address;

- You and/or your End-Users must have a Privacy Policy posted for each domain associated with the mailing;
- You and/or your End-Users have the means to track anonymous complaints;
- You and/or your End-Users may not obscure the source of your email in any manner, such as omitting, forging, or misrepresenting message headers or return addresses. Your email, and that of your End-Users, must include the recipients email address in the body of the message or in the “TO” line of the email;
- The subject line of the email must clearly describe the subject matter contained in the email, and the message must include valid contact information; and
- You and/or your End-Users must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.

These policies apply to messages sent using your PNS VoIP services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an email address hosted via your PNS. service. In addition, you and your End-Users may not use a third party email service that does not practice similar procedures for all its customers. These requirements apply to distribution lists prepared by third parties.

PNS may test and otherwise monitor your compliance and that of your End-Users with its requirements. PNS may block the transmission of email that violates these provisions. PNS may, at its discretion, require certain customers or End-Users to seek advance approval for bulk and commercial email, which approval will not be granted unless the customer or End-Users can demonstrate that all of the requirements stated above will be met.

Unsolicited Communications

You and/or your End-Users may not use your service to send email or any other communications to a person who has indicated that they do not wish to receive it. If the communication is bulk mail, then you will not be in violation of this section if you comply with the 48 hour removal requirement described above.

Newsgroup, Chat Forums, Other Networks

You and/or your End-Users must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You and/or your End-Users must comply with the rules of any other network you or your End-Users access or participate in using PNS VoIP services.

Offensive Content

You and/or your End-Users may not publish, transmit or store on or via PNS network and equipment any content or links to any content that PNS reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to PNS; or
- is otherwise malicious, fraudulent, or may result in retaliation against PNS by offended viewers or recipients, or is intended to harass or threaten.

Content "published or transmitted" via PNS network or equipment includes Web content, email, bulletin board postings, chat, tweets, and any other type of posting or transmission that relies on the Internet.

Live Events

You and/or your End-Users may not use PNS VoIP Service's to stream live sex acts of any kind, even if the content would otherwise comply with the AUP. PNS may prohibit the streaming of other live events where there is a special risk, in PNS reasonable discretion, that the event may violate the Offensive Content section above.

Copyrighted Material

You may not use PNS VoIP network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or

- you are otherwise permitted by established copyright law to copy the work in that manner.

It is PNS policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

Shared Systems

You and/or your End-Users may not use any shared system provided by PNS in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of PNS email services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your code if it unnecessarily conflicts with other customers' use of the services. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Use of Services outside the United States

Although we encourage you and your End-Users to use of the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States and Canada. If you or your End-Users use the Service outside of the United States or Canada, you and/or such End-Users will be solely responsible for any violations of local laws and regulations resulting from such use.

Other

You may only use IP addresses assigned to you by PNS in connection with your PNS VoIP Services.

You agree that if the PNS IP numbers assigned to your account or those of your End-Users are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and PNS may take reasonable action to protect its IP numbers, including suspension and/or termination of your Service or that of your End-Users, regardless of whether the IP numbers were listed as a result of your actions or those of your End-Users.

SLA

No credit will be available under a PNS service level guaranty or agreement, if any and if applicable, for interruptions of service resulting from AUP violations.

WEBSITE PRIVACY POLICY

1. Our Commitment To Privacy

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and on most pages throughout our site.

By visiting this website you are accepting the terms of this Website Privacy Policy. Any external links to other websites are clearly identifiable as such, and we are not responsible for the content or the privacy policies of these other websites.

2. Types of Information Collected

We retain two types of information:

“Company and Personal Data”

This is data that identifies you or can be used to identify or contact you and may include your name, company, address, email address, user IP addresses in circumstances where they have not been deleted, clipped or made anonymous, telephone number, and other relevant company and personal. Such information is only collected from you if you voluntarily submit it to us.

“Non-Personal Data”

Like most websites, we gather statistical and other analytical information collected on an aggregate basis of all visitors to our website. This Non-Personal Data comprises information that cannot be used to identify or contact you, such as demographic information regarding, for example, user IP addresses where they have been clipped or made anonymous, browser types and other anonymous statistical data involving the use of our website.

3. Purposes for which we hold your Information

Non-Personal Data:

We use the Non-Personal Data gathered from visitors to our website in an aggregate form to get a better understanding of where our visitors come from and to help us better design and organize our website.

Cookies

This website uses “cookie” technology. A cookie is a little piece of text stored by the browser on your computer, at the request of our server. We may use cookies to save your personal preferences so you do not have to re-enter them each time you connect to our website – our cookies are not available to other websites. You are always free to decline our cookies, if your browser permits, or to ask your browser to indicate when a cookie is being sent. You can also delete cookie files from your computer at your discretion. Note that if you decline our cookies or ask for notification each time a cookie is being sent, this may affect your use or ease of use of this website.

Company and Personal Data

We will process any Company and Personal Data you provide to us for the following purposes:

- (a) to provide you with the goods or services you have ordered;
- (b) to contact you if required in connection with your request to order or to respond to any communications you might send to us;
- (c) to contact you to coordinate a demonstration of software;
- (d) to gain permission to forward your information to a certified PNS channel partner.

4. Disclosure of Information to Third Parties

We may provide Non-Personal Data to third parties, where such information is combined with similar information of other users of our website. For example, we might inform third parties regarding the number of unique users who visit our website, the demographic breakdown of our community users of our website, or the activities that visitors to our website engage in while on our website. The third parties to whom we may provide this information may include channel partners, vendors and other commercial partners, licensees, researchers and other similar parties.

We will not disclose your Personal Data to third parties unless you have consented to this disclosure or unless the third party is required to fulfill your order (in such circumstances, the third party is bound by similar data protection requirements). We will disclose your Personal Data if we believe in good faith that we are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

5. Sale of Business

We reserve the right to transfer information (including your Personal Data) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of our company provided that the third party agrees to adhere to the terms of the Website Privacy Policy and provided that the third party only uses your Personal Data for the purposes that you provided it to us. You will be notified in the event of any such transfer.

6. Security

Your Personal Data is held on secure servers hosted by a Hosting Service Provider. The nature of the Internet is such that we cannot guarantee or warrant the security of any information you transmit to us via the Internet. No data transmission over the Internet can be guaranteed to be 100% secure. However, we will take reasonable steps (including appropriate technical and organizational measures) to protect your Personal Data.

7. Updating, Verifying and Deleting Personal Data

You may inform us of any changes in your Personal Data, and in accordance with our obligations under the Data Protection Acts 1988 and 2002 we will update or delete your Personal Data accordingly. To find out what Personal Data we hold on you or to have your Personal Data updated, amended or removed from our database, please email it to us at [info @ pnsinc.net](mailto:info@pnsinc.net). This email address is being protected from spam bots, you need Javascript enabled to view it.

8. Changes to the Website Privacy Policy

Any changes to this Website Privacy Policy will be posted on this website so you are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any time we decide to use Personal Data in a manner significantly different from that stated in this Website Privacy Policy, or otherwise disclosed to you at the time it was collected, we will notify you by email, and you will have a choice as to whether or not we use your information in the new manner.

9. How To Contact Us

Should you have other questions or concerns about these privacy policies, please call us at (800)793-7811 or send us an email at [privacy @ pnsinc.net](mailto:privacy@pnsinc.net).

Last Updated: May 19, 2014. PNS is a trademark owned by Professional Network Services, Inc.