

Acceptable Use Policy

This Acceptable Use Policy ("AUP") applies in addition to the Wavenet Master Service Agreement ("MSA") to the Customer's use of all Services.

DEFINITIONS

All definitions from the MSA shall apply to this AUP.

1. USE OF THE SERVICES

- 1.1. The Customer and/or its End Users shall only use the Services for lawful purposes and in accordance with Applicable Law.

2. NETWORK AND SECURITY

- 2.1. The Customer and/or its End Users shall not use the Services to violate the security of the Network or any third party's system or network by any method including:

- 2.1.1. unauthorised use of or access to systems, data or networks, including any attempt to scan, probe, monitor or test the vulnerability of a network or system;
- 2.1.2. unauthorised monitoring of data or traffic on any network or system without express permission of the owner of the system or network; and/or
- 2.1.3. unauthorised interference with any user, host, system or network without the specific authorisation of the owner of the network or system.

2.2 The Customer and/or its End Users shall not upload, download, send, receive, store, distribute, transmit or post any material designed to violate security of the Network or any third party's system or network security. Examples of such prohibited material include:

- Malware;
- tools designed to compromise the security of third party sites or networks;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; and/or
- programs or services designed to encourage or facilitate a breach of this AUP or an acceptable use policy of any third party provider.

2.3 The Customer and/or its End Users shall not connect any unsecured machines or services able to be exploited to the Services in order to carry out actions which breach this AUP including but not limited to the sending of unsolicited bulk email, infected email attachments, attempts to disrupt websites and/or connectivity or any other attempts to challenge the security of other users of the Network or any third party system.

2.4 The Customer is responsible and liable for all devices and/or networks that it connects to the Services, including Data and/or traffic originating from such device and/or networks. It is the Customer's responsibility to immediately disconnect and secure all devices and/or networks generating data and/or traffic which in any way breaches this AUP and, upon the Customer becoming aware of any such breach, immediately notifying Wavenet of the breach.

3. EMAIL

- 3.1. The Customer and/or its End Users shall only communicate via email through the Network and/or systems in accordance with the AUP. The Customer shall not:
 - 3.1.1. send unsolicited emails to individual recipients;
 - 3.1.2. send unsolicited bulk email or any form of abusive electronic communication such as unsolicited advertising mailings (whether commercial or informational);
 - 3.1.3. transmit or knowingly reply to spam emails;
 - 3.1.4. falsify email headers, alter the headers of email messages to conceal email addresses, or use any email address that the Customer is not authorised to use;
 - 3.1.5. suggest or imply that any email sent by the Customer is endorsed or authorised by Wavenet; and/or
 - 3.1.6. operate, host, provide hosting services to or assist any web site, email service, or other online service which is marketed by means of unsolicited bulk email, mass messaging or any form of abusive communication. This prohibition applies whether the abusive communication takes place using the Network, or otherwise. Wavenet reserves the right to demand immediate suspension of access to the Services in the event of such prohibited use.

4. INTERNET USE

- 4.1. The Customer is responsible for its and its End Users' use of the internet and/or any web Services operated and/or provided by Wavenet.
- 4.2. The Customer shall not use the internet and/or any web Services to violate this AUP.

5. MOBILE USE

- 5.1. Wavenet does not permit SIMs to be used by Customers and/or End Users in any equipment which enables the routing of calls or data (including without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile-to-mobile call or transmission.
- 5.2. Wavenet does not permit the use of any equipment which enables the sending of bulk SMS, voice or data services. Wavenet reserves the right to suspend the Services without notice should we believe that such equipment is being used.

6. INCLUSIVE CALLS POLICY

- 6.1 Inclusive calls offer is applied to new SIP Trunking/Hosted Voice/Teamslink endpoints and relates to calls to UK Geographic and Standard UK Mobile destinations (EE, T-Mobile, Orange, Three, 02 and Vodafone) only. Other destinations are subject to the standard call rates associated with the account.
- 6.2 Maximum of 5,000 minutes per calendar month per endpoint.
- 6.3 Inclusive calls are subject to a fair usage policy based on standard user call profile:
 - 6.3.1 Maximum of 10% minutes to 03 Destination.
 - 6.3.2 Maximum of 40% minutes to UK Mobile Destinations.
- 6.4 Wavenet monitors usage and any qualifying end-point must not exceed 5000 minutes per channel per month (the "Fair Usage Limit").

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- 6.5 Where usage is deemed illegitimate or excessive in terms of standard use or otherwise not in line with the Fair Usage Policy, Wavenet reserves the right to:
- 6.5.1 disconnect any end-point;
 - 6.5.2 charge a per minute price for the total volume of calls generated from that endpoint according to the standard, or existing IP rate card associated with the account; and/or
 - 6.5.3 increase the charges end-point associated.
 - 6.5.4 this offer doesn't apply to existing end-points or any end-point (IP address) that has been previously provisioned via Wavenet.
- 6.6 Wavenet reserves the right to monitor usage levels in regards the cease and re-provision of endpoints, with misuse subject to the removal of the offer
- 6.7 Only end-points connected to a dedicated business PBX, WHV Hosted platform or Teamslink qualify for this offer
- 6.8 Diallers are not permitted to be connected to the system.
- 6.9 Inclusive calls offer for Operator Connect:
- 6.9.1 Inclusive to calls to UK Geographic destinations. Maximum of 2,000 minutes per calendar month per user.
 - 6.9.2 Inclusive calls to Standard UK Mobile destinations (EE, T-Mobile, Orange, Three, 02 and Vodafone). Maximum of 2,000 minutes per calendar month per user on a 36 month minimum term only.
 - 6.9.3 Other destinations are subject to the standard call rates associated with the account.
 - 6.9.4 Inclusive calls are subject to a fair usage policy based on standard user call profile:
 - 6.9.4.1 Maximum of 10% minutes to 03 Destination.
 - 6.10 Inclusive calls offer for Freedom Voice & Data:
 - 6.10.1 Inclusive calls to UK Geographic, Standard UK Mobile (EE, T-Mobile, Orange, Three, 02 and Vodafone) and 03 destinations.
 - 6.10.2 Other destinations are subject to the standard call rates associated with the account.
 - 6.10.3 A 650gb fair usage policy applies to mobile data
 - 6.11 Inclusive calls offer for RingCentral:
 - 6.12 Inclusive Minutes for RingCentral means the number of minutes included as standard with the relevant RingEX Tier specified in the Order. Domestic minutes are apportioned on a per End User basis and are pooled at an account level and free-phone minutes are apportioned per account.

7. INCLUSIVE CALLS POLICY – ZOOM ONLY

- 7.1. The inclusive calls offer applied to Zoom Phone includes calls to UK Geographic destinations only. All other call destinations are excluded and will be charged at the standard call rates applicable to the Customer's account.
- 7.2. A maximum of five thousand (5,000) inclusive minutes per calendar month shall apply per endpoint. Any usage exceeding this limit will be subject to the standard call rates applicable to the Customer's contract.
- 7.3. Inclusive calls are subject to a fair usage policy based on standard user call profile:
 - 7.3.1.1. No more than ten percent (10%) of the total inclusive minutes per calendar

month may be used for calls to 03 non-geographic UK numbers.

- 7.4 Wavenet monitors usage and any qualifying end-point must not exceed five thousand (5000) inclusive minutes per channel, per month (the "Fair Usage Limit").
- 7.5 Where usage is deemed illegitimate or excessive in terms of standard use or otherwise not in line with the Fair Usage Policy, Wavenet reserves the right to take one or more of the following actions:
 - 7.5.1 disconnect the affected endpoint;
 - 7.5.2 charge a per minute rate for all call traffic generated by the affected endpoint, in accordance with the standard or applicable IP rate card associated with the Customer's account; and/or
 - 7.5.3 increase the charges associated with the affected endpoint.
- 7.6 The inclusive calls offer mentioned in this paragraph 7 shall not apply to existing endpoints or any endpoint (IP address) that has previously been provisioned by Wavenet.

8 ROAMING USE

- 8.1 Inclusive roaming services on Wavenet's mobile tariffs have been built for business users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis. If a Customer and/or End Users, use handsets in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services), for more than 50% of the time in any four-month rolling period, the Customer may receive a communication from Wavenet requesting a moderation of roaming services.
- 8.2 If the Customer's roaming usage continues to exceed 50%, as described above in clause 8.1, over the two-week period following the first moderation request communication from Wavenet, Wavenet reserves the right to charge the Customer for such excessive usage or bar the Customer's roaming services. Wavenet shall notify the Customer prior to any such action being taken.
- 8.3 This clause 7 shall be relevant to any Services that grant Customers and/or End Users access to standard inclusive bundles whilst roaming abroad.

9 USAGE RESTRICTIONS

- 9.1 It is the Customer's responsibility to ensure that its use of the Services using the Network or Systems must not transmit consistently in excess of 4 megabits per second over a sustained period of 60 minutes or more in any 24-hour period.
- 9.2 Where Wavenet provides Services to one or more customer(s) sharing the same Customer Premises, Wavenet reserves the right to restrict or throttle Services if, at any time, bandwidth utilisation of a single End User, customer or Service demands more than fifty percent of the total bandwidth available to all End Users, Customers, and Services in the Customer Premises.

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- 10.1 The Customer accepts and acknowledges that Wavenet may block any electronic communication that it reasonably considers to be in breach of this AUP.
- 10.2 If the Customer is, or Wavenet reasonably suspects that the Customer is in breach of this AUP, Wavenet shall notify the Customer of such breach, or suspected breach, provided that such notification does not prejudice any investigation being undertaken by any Third Party Authority, as defined in clause 10.2.3 below. Wavenet may also, at its option:
- 10.2.1 immediately suspend Services until such time as Wavenet is satisfied that the Customer is no longer in breach;
 - 10.2.2 immediately terminate the Agreement(s) for the provision of Services;
 - 10.2.3 notify and/or pass details of the breach to any relevant government, statutory, self-regulatory or law enforcement agency ("Third Party Authority");
 - 10.2.4 fully investigate any alleged breach of this AUP by examining Data or any Data and/or material on the Network, Servers or applications; and/or
 - 10.2.5 either permanently or temporarily remove, copy, store, monitor or otherwise deal with Data and/or material on Wavenet's Network, servers or applications.
- 10.3 The Customer expressly authorises and consents to Wavenet using its Data and/or account information in connection with any investigation of any breach of this AUP, including disclosure of any such Data and/or account information to any Third Party Authority.