FoneSoft Acceptable Use Policy

Last updated: March 08, 2021

Any and all use of FoneSoft Services is subject to and conditioned upon compliance with the following Acceptable Use Policy ("AUP"). If you have an Agreement with FoneSoft, this AUP is incorporated into and made a part of your Agreement with FoneSoft.

The Services (including any device, system, network, or account used in connection with the Services, or the FoneSoft Network) may not be used to:

Illegal activity. Violate any applicable law, including U.S. federal, state, or local laws or regulations, or any applicable law or regulation of any foreign jurisdiction, including applicable laws regarding the recording of communications.

Infringing activity. Infringe, misappropriate, or otherwise violate FoneSoft's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use FoneSoft marks without consent or in violation of FoneSoft policies.

Auto-dialing; trunking; traffic pumping. Perform auto-dialing or "predictive dialing" in an abusive manner; trunk or forward your FoneSoft phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system; traffic pumping or access stimulation of calls through the Services or the FoneSoft Network.

Minors. Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).

Interference; transmit viruses. Interfere, inhibit, compromise, or otherwise harm the Services or the FoneSoft Network (regardless of intent or knowledge); transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.

Objectionable activity. Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner; or create a false caller ID identity (i.e., ID spoofing), forge addresses or headers, or otherwise mislead others about a sender's identity or origin.

Driving; safety. Use while driving or otherwise in an unsafe manner.

Harvest information; spam; bulk messages. Harvest or collect information about third parties or End Users without consent; send bulk communications or other content without the recipient's consent.

Excessive or unauthorized use. Use any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use.

Circumvent compliance or security. Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.

Interception. Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

Resale Prohibited. Customer may not sell, resell, sublease, assign, license, or sublicense the Services or any component thereof or use or offer the same on a service-bureau or time-sharing basis.

High Risk Use Prohibited. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. CUSTOMER SHALL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

The list above is not exhaustive or exclusive. For purposes of this AUP, "End User" means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer's employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP. The Services must be used only in accordance with and subject to FoneSoft's Emergency Services Policy and Privacy Notice.

FoneSoft may act immediately and without notice to suspend or terminate the Services if, in FoneSoft's sole discretion, Customer's or its End Users' use of the Services violates the terms of this Acceptable Use Policy.

Customer may cancel any services purchased under this Agreement with written notice to FoneSoftl within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancelation, Customer shall not owe any fees or charges for the services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the services subject to the cancelation. All purchases are final after 30 days.