



# ACCEPTABLE USE POLICY

Last Updated: April 28, 2026

NUSO has created this Acceptable Use Policy ("AUP") for the reasonable and responsible use of NUSO Products and Services (collectively, the "Services") by Customers who purchase and use the Services. By using the Services, Customer agrees to be duly bound by all the terms and conditions of this AUP and this AUP is hereby incorporated into the NUSO Business Customer Terms and Conditions of Service and Use as executed by the Customer.

NUSO reserves the right to change or modify this AUP at any time at its sole discretion and will provide Customer with notification of such change by uploading to the Customer's portal, via email, posting changes to the NUSO website and/or other means as appropriate to NUSO.

Customer and its Users shall not use the Services for any unlawful, fraudulent, deceptive, or otherwise improper purpose, including any activity that interferes with, degrades, disrupts, or adversely affects the integrity, security, performance, or availability of the Services or any related networks, systems, or infrastructure of NUSO. Without limiting the foregoing, Customer shall not use the Services to misrepresent or obscure the identity, origin, or purpose of any communication, including through the use of automated systems, synthetic or AI-generated content, or other means, where such use results in deception, fraud, abuse, or misrepresentation. Customer shall ensure that its use of the Services does not impair or prevent other Customers from accessing or using the Services, or result in damage to NUSO systems, networks, or property.

## 1. VIOLATION OF NUSO AUP

Customer violation(s) of the NUSO AUP constitutes a material breach of the NUSO Business Customer Terms & Conditions of Service And Use. As such if and when NUSO comes to find that Customer has breached the NUSO AUP, NUSO at its sole discretion will exercise its rights to:

- A. Restrict Customers' and Customers Users usage of some, any and/or all of the Services,
- B. Suspend Customers' service for a time period NUSO deems fit,
- C. Terminate the Customers' NUSO Business Customer Terms & Conditions of Service And Use immediately, or take any other action NUSO deems required and to enforce the terms of as stated herein this AUP;
- D. Take steps and measurements of any of the above either individually or in any combination.

However in the event NUSO is required to take any of the above steps, the Customer shall not be relieved of any payment obligation which may be due to owed NUSO. Additionally Customer may also be required to remit payment to NUSO for additional damages as stated in the NUSO Business Customer Terms & Conditions of Service and Use that include but are not limited to; Service termination fees, hardware costs and equipment fees, reasonable attorney's fees.

## 2. VOICE SERVICE

Voice services are primarily provided for live dialog between individuals. Customer may not use the voice Services for commercial uses which include but are not limited to:

- A. Using the Services in any way that is in violation of any applicable Laws, threatening, obscene, defamatory, harassing, deceptive, libelous, fraudulent, malicious, infringing, or invasive of any other individuals privacy.



- B. Providing rights to affiliates and/or third parties with respect to the Services. Reselling; exporting, leasing, distributing; importing; selling, or in any other fashion granting rights to affiliated and/or unaffiliated third parties with respect to the Services, and any software or hardware used in conjunction with NUSO delivery of Services or any part thereof without NUSO formal and prior written consent.
- C. Undertaking, attempting, permitting, causing, directing, or authorizing the modification, copying, creation of derivative works, reverse engineering, decompiling, recompiling, disassembling, or hacking of the Services of any NUSO software and hardware used in conjunction with the delivery of Services, or any portion thereof.
- D. Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network.
- E. Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session(s), or any other means of communication.
- F. Engaging in the transmission of pirated software.
- G. Providing guidance, information or assistance with respect to causing damage or security breach, confidentiality breach or any other form of breach to NUSO network, systems, Services and/or to the network of any other Service Provider.
- H. Transmitting communications in any manner that would violate any applicable Laws, or using the NUSO Services to facilitate any form or type of illegal activity.
- I. Utilizing the Services in excess of what NUSO, deems as at its reasonable discretion would be expected of and constitute normal business use.
- J. Gaining and/or attempting to gain access to use or using any device, network, system, plan, account or in any unauthorized manner.
- K. NUSO reserves the right to apply a surcharge for any high volume short duration calls. Any acts which may engage or allow traffic pumping, access stimulation, access, simulation of calls through Customers' Service or the NUSO network by the use of an auto dialer or predictive dialer and/or, computer systems to generate excessive calls and to continuously dial or place out-bound calls, high volume short duration ("HVSD") calls or any other act which may precipitate high and excessive call volumes to a Customers' Service plan.
- L. Sending advertisements, messages, mail messages, (including email, voicemail, SMS) and/or faxes, without the consent of the recipient which is in violation of the Telephone Consumer Protection Act ("TCPA") or otherwise in violation of any applicable Law.
- M. Intentionally engaging in broadcasting and/or blasting bulk communications, advertisements, or messages, including but not limited to; facsimile, or internet facsimile, email, SMS, voicemail.
- N. Spying, harvesting or any other form of collection of information about others, including phone numbers and email addresses. Unless provided however Customer has obtained the respective individuals approval and consent so as not to breach of applicable data protection or privacy laws.
- O. Creating a false Caller ID identity, ID spoofing or ID spoofing, altering the ANI, forged email/SMS addresses or otherwise attempting to mislead others as to the identity of originating caller and/or sender of any form of communication made using the Services.
- P. Knowingly, negligently, willfully, intentionally or otherwise sending and/or transmitting any form of material that contains time bombs, viruses, malware, Trojan horses, worms, spyware, any other form of material which would create a Denial of Service ("DOS") or any other programs using NUSO Services, network and infrastructure that may be harmful or dangerous.
- Q. Using the Services delivered by NUSO in any way that interferes with, prevents, disrupts, or restricts any other Customers' and third parties' enjoyment and use of the Services.
- R. Displaying or using any NUSO trade or word marks in any manner without NUSO express prior written permission.



- S. The transmission of any material that may misappropriate or may infringe and/or otherwise violate NUSO Intellectual Property rights, rights of privacy, or NUSO affiliates and third parties.
- T. Network Interference. Interfering with, or disrupting, networks or systems connected to the Plan Services.
- U. Disabling, attempting to disable, attempting to circumvent or circumventing any security mechanism related to the Services.
- V. Monitoring, modifying intercepting, capturing, replicating, mimicking, decrypting, or redirecting, any communication or data for any purpose, including, without limitation, causing any NUSO Service and/or product to connect to any computer server or other device not authorized by NUSO.
- W. Employing or using any methods and/or devices that are designed to take advantage of; exploit, bypass, violate or otherwise avoid compliance with respect to all of the NUSO Business Customer Terms & Conditions of Service And Use, the NUSO Terms and Conditions of Service/Use and any of the NUSO governing program and policy documents and/or any applicable U.S. and International Laws.
- X. Allowing any other Service Provider or any other third party to use or execute any software commands, programs or modifications that facilitate the maintenance or repair of any software or hardware used in conjunction with NUSO delivery of the Services. Unless provided however Customer the Service Provider or third party is an authorized affiliate or provider that is acting with and in NUSO authorization.
- Y. Engaging in or to allowing forwarding or trunking or Customers' NUSO telephone or facsimile number to any other number or numbers that are capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

### 3. CUSTOMER RESPONSIBILITY FOR SECURITY AND USE

Customer is solely responsible for maintaining the security of its accounts, systems, and devices used in connection with the Services, including safeguarding all login credentials and access mechanisms. Customer shall take all reasonable steps to prevent unauthorized access to or misuse of the Services and shall be responsible for all use of the Services, whether authorized or unauthorized, by any third party, including without limitation employees, agents, contractors, or other users accessing the Services through Customer's account. Failure to implement reasonable security measures or to prevent unauthorized use shall constitute a violation of this AUP.

### 4. TECHNICAL USE AND CONFIGURATION RESTRICTIONS.

Customer shall not configure, modify, or use the Services, systems, or associated equipment in any manner that is not expressly authorized by NUSO or that circumvents, bypasses, or interferes with the intended operation, security, or performance of the Services. This includes, without limitation, the use of unauthorized hardware, software, protocols, or network configurations; attempts to override system controls or limitations; or use of the Services in a manner inconsistent with applicable service plans, technical specifications, or documented requirements provided by NUSO. Any such unauthorized configuration or use shall constitute a violation of this AUP.

### 5. VIDEO AND AUDIO RECORDINGS

- A. Features of Video and Audio Services with NUSO allow Customer and its users of the Services to record Video and Audio or other communications. The notification and consent requirements relating to the recording of Videos and/or other communications may vary from state to state and country to country. Customer should consult with an attorney prior to recording any Video or Audio as some states or countries may require users to obtain the prior consent of all parties to a recording.
- B. Violations of the call recording Laws may be subject to criminal or civil penalties.



- C. NUSO expressly disclaims all liability with respect to Customers recording of telephone conversations. Customer agrees to indemnify and hold harmless NUSO from any and all third party claims arising out of Customer violation(s) or alleged violation(s) of any call recording Laws.
- D. To store PHI (Personal Health Information); or if Customer qualifies as a "covered entity," "business associate," or "subcontractor" under HIPAA... to transmit, receive, or store PHI without the NUSO HIPAA Conduit setting being active.
- E. A breach of obligations in this Section constitutes a material breach this NUSO AUP, and NUSO at its sole discretion may suspend, restrict, or terminate the Customer account.

## 6. UNLAWFUL ACTIVITIES

NUSO Network and Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

## 7. INAPPROPRIATE INTERACTION WITH MINORS

NUSO complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.

## 8. CHILD PORNOGRAPHY

NUSO Services shall not be used to call, transmit, publish, submit/receive, upload/download, post, use, copy or otherwise produce, distribute or store child pornography. Suspected violations may be reported to [serviceorders@nuso.cloud](mailto:serviceorders@nuso.cloud).

## 9. NUSO REMEDIES IN THE EVENT OF CUSTOMER AUP VIOLATION

Violation of this Policy may result in civil or criminal liability, and NUSO in its sole discretion, in addition to any remedy that it may have at law or in equity, may immediately terminate permission for the Customer and its Users to use the Services. NUSO may investigate incidents that are contrary to this AUP and provide requested information to third parties who have provided notice stating they have been harmed.

## 10. CHANGES TO THIS POLICY

NUSO reserves the right to make changes to this Policy, so please check back periodically for changes. You will be able to see that changes have been made by checking to see the effective date posted at the top of the Policy.