

## ABOUT THIS POLICY

This Acceptable Use Policy applies to all Cloud Vitality Telephony products and services.

This policy is intended to ensure that our customers do not use our services in an excessive, unreasonable or fraudulent manner (or in connection with equipment that has not been approved by us).

Such usage may impact the reliable operation of our network and/or the quality or reliability of our services. Generally, legitimate use of our services for their intended purposes for which they are supplied to you will not breach our Acceptable Use Policy.

Cloud Vitality reserves the right to vary terms of the Acceptable Use Policy from time to time.

## SERVICES

Services and products mean the services and products that Cloud Vitality supplies to its customers.

Our services and plans are suggested in good faith according to information that you supply to us regarding expected or anticipated volumes of transactions.

## APPLYING THIS POLICY

This policy will apply if Cloud Vitality deems that a customer's use of its services or products is unlawful or unreasonable.

## UNREASONABLE USE

Examples of unreasonable use include:

- Cloud Vitality believes a customer is reselling, resupplying or using Cloud Vitality services in a manner that falls outside the intent of original agreement (e.g. setting up a call centre using our hosted phone system).
- Cloud Vitality believes a customer to be using Cloud Vitality services and products in an unlawful or fraudulent manner.
- Cloud Vitality believes a customer is using a device that reroutes calls to/from our network or the network of another supplier.
- A customer's usage and volumes consistently exceed the original intent of the agreement.
- A customer's usage of the service affects other customers' access to the network. Determination of unreasonable use by a customer is solely at Cloud Vitality's discretion.

## EXCESSIVE USE

Excessive use is a continuing and unreasonably disproportionate use of the service when compared to other customers. Examples of excessive use include:

- A call duration of more than 180 minutes where a flat rate applies
- More than 5% of calls being in excess of 60 minutes duration
- More than 3,000 minutes of talk time per month

## OUR RIGHTS

Where Cloud Vitality determines a customer has breached this Acceptable Use Policy, Cloud Vitality may contact the customer to discuss changing services or plans to better conform to our Acceptable Use Policy.

If after Cloud Vitality has contacted the customer, they continue to be in breach of the Acceptable Use Policy, Cloud Vitality may, without further notice to the customer:

- Change the offending service and/or plan to one that conforms to the Acceptable Use Policy
- Suspend or limit the service (or any feature of it) for any period Cloud Vitality determines in its sole discretion to be reasonable or necessary
- Terminate the agreement